



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

पी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/13013/547/CO/19-20/CB/Kadthal/138921

03.08.2019

To,
Regional Officer,
National Highways Authority of India,
D. No.-8-2-334/18, Road No.-3, Banjara Hills,
Hyderabad - 500 034

Sub.: Engagement of user fee collection agency through regular basis (e-tender) for **Kadthal** at km 45.710 from Hyderabad - Dindi section from Km 23.000 - Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)

Ref.: (i) NIT No. NHAI/13013/547/CO/19-20/CB/Kadthal dated 01.07.2019 with due date 15.07.2019 (upto 11:00 hrs.) and bid opening date 16.07.2019 (at 11:30 hrs.), APC of Rs. 7.85 Cr.
(ii) LOA dated 27.07.2019 issued to V. Vidyasagar Reddy

Sir,

The Contract Agreement for engagement of user fee collecting agency for **Kadthal** fee plaza has been signed on 02.08.2019. The user fee rates will be applicable in accordance to Fee Rules, 2008 as amended.

As per the Contract, the plaza is to be handed over to the new user fee collecting agency as per details given below:

Name of Plaza	Name of the fee collecting agency	Date of handing over	Annual Remittance Amount Payable by the Bidder to the Authority (PIU-Hyderabad for the period mentioned in Col. 'C'	Amount to be paid per Week
A	B	C	D	E
Kadthal	V. Vidyasagar Reddy	(From 04.08.2019 08:00:00 hrs. to 04.08.2020 07:59:59 hrs)	Rs. 7,91,28,999/- (Rs. Seven Crore Ninety One Lakh Twenty Eight Thousand Nine Hundred Ninety Nine Only)	Rs. 15,13,397/- (Rs. Fifteen Lakh Thirteen Thousand Three Hundred Ninety Seven only)

Copy of the Contract Agreement is being sent separately. You are requested to take necessary action for smooth operation of fee plaza and recheck the details of the Contract Agreement signed & inform about the discrepancy, if any, found in the same.


(Awadhesh Kumar)
General Manager (CO)

Copy to:

- 1) PD-PIU-Hyderabad for necessary action
- 2) Sh. V. Vidya Sagar Reddy (Individual), H. No. 268/ A, Road No. 12, MLA Colony, Banjara Hills, Hyderabad - 500034, Andhra Pradesh
- 3) GM(IT) - with request for updating the data in TIS



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL94909339763459R
Certificate Issued Date	: 28-May-2019 10:54 AM
Account Reference	: IMPACC (IV)/ dl859403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85940395216025506611R
Purchased by	: V VIDYASAGAR REDDY
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party	: V VIDYASAGAR REDDY
Stamp Duty Paid By	: V VIDYASAGAR REDDY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

उद्देशिका:-

करार सविदा

(क) यह सविदा करार दिनांक 03.08.2019 को भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम 1988 के अधीन स्थापित भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, एक सांविधिक निकाय, जिसका निगमित कार्यालय, जी-5 एवं 6, सेक्टर-10 द्वारका, नई दिल्ली - 110075 में है, जिसे इसमें इसके पश्चात् प्राधिकरण कहा गया है (जिसकी अभिव्यक्ति में जब तक इसमें से कुल हटाया न जाए अथवा इसके संदर्भ के विरुद्ध न हो, कार्यालय में इसके उत्तराधिकारी और प्रशासक अभिप्रेत समझे जाएंगे और शामिल होंगे), एक पक्ष जिसका प्रतिनिधित्व महाप्रबंधक, वाणिज्य प्रचालन, कार्यालय, जी - 5 और 6, सेक्टर-10 द्वारका, नई दिल्ली-110075 द्वारा किया जाता

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

V. VIDYASAGAR REDDY
Individual

और

श्री वी. विद्यासागर रेड्डी (व्यक्तिगत) पुत्र श्री राजा रेड्डी वेलमा, जिसका पंजीकृत कार्यालय नं० 268/A, रोड नं० 12, एमएलए कॉलोनी, बंजारा हिल्स, हैदराबाद, आंध्र प्रदेश — 520034 में है।

इसके साक्ष्यस्वरूप दोनों पक्षों ने अपने विधिवत प्राधिकृत प्रतिनिधियों के माध्यम से संबंधित नामों से पहले ऊपर लिखी तिथि, माह और वार में अपने-अपने हस्ताक्षर किए और गुहर लगाई।

के लिए और उसकी ओर से
(भारतीय राष्ट्रीय राजमार्ग प्राधिकरण)

हस्ताक्षर



नाम:— अवधेश कुमार
पदनाम:— महाप्रबंधक (वाणिज्य प्रचालन)
स्थान:— नई दिल्ली

की उपस्थिति में

के लिए और उसकी ओर से
श्री वी. विद्यासागर रेड्डी (व्यक्तिगत)

हस्ताक्षर

V. VIDYASAGAR REDDY
Individual

नाम:— श्री वेलमा विशाल बाबू
पदनाम:— प्राधिकृत हस्ताक्षरी
स्थान:— नई दिल्ली

की उपस्थिति में

1. हस्ताक्षर

नाम:—

पता:—

1. हस्ताक्षर

नाम:—

पता:—

2. हस्ताक्षर

नाम:—

पता:—

2. हस्ताक्षर

नाम:—

पता:—



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date : 28-May-2019 10:55 AM
Account Reference : IMPACC (IV)/ dl859403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85940395215158105094R
Purchased by : V VIDYASAGAR REDDY
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party : V VIDYASAGAR REDDY
Stamp Duty Paid By : V VIDYASAGAR REDDY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.

CONTRACT AGREEMENT

Preamble:-

This Contract is made at New Delhi on this the **03.08.2019** by and between the National Highways Authority of India, a Statutory body, established under the National Highways Authority of India Act, 1988, having its Corporate Office at G-5&6, Sector-10, Dwarka, New Delhi-110 075 hereinafter referred to as "**the Authority**" (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its **General Manager, Commercial Operation** having its office at G-5&6, Sector-10, Dwarka, New Delhi-110 075.

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V. VIDYASAGAR REDDY
Individual

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AND

Sh. V. Vidya Sagar Reddy S/o Sh. V. Raja Reddy, contractor, an Individual having its address H. No. 268/ A, Road No. 12, MLA Colony, Banjara Hills, Hyderabad - 500034, Andhra Pradesh. Hereinafter referred to as "the Contractor" (which expression shall, unless excluded by or repugnant to the context hereof, be to mean and include its successors, administrators and permitted assigns) of the **SECOND PART**.

- (B) WHEREAS the Contractor is authorized by its **Memorandum of Association/ **Partnership Decd/ **Bye-laws to carry on the business of providing various services on contract basis through its employees employed regularly or otherwise.
- (C) # AND WHEREAS the Contractor undertakes to get itself licensed and/or registered with the appropriate Authority under the relevant laws mentioned above, and shall furnish necessary proof in this regard within 7 days of signing of this contract.
- (D) AND WHEREAS the Contractor undertakes to:
- (a) Comply with all the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952;
 - (b) Pay to all its personnel deployed as per the Minimum Wages Act, 1948; and
 - (c) Comply with all the provisions, duties and obligations imposed upon it by any law for the time being in force as may be applicable.
- (E) **AND WHEREAS** the Authority is authorised under the National Highways Authority of India Act, 1988 (hereinafter referred to as "**the 1988 Act**") to collect User Fees on behalf of Central Government for services or benefits rendered under Section 7 of the National Highways Act, 1956 (hereinafter referred to as "**the 1956 Act**").
- (F) **AND WHEREAS** the Authority is an Executing Agency under the provisions of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, (hereinafter referred to as "**the User Fee Rules, 2008**").
- (G) **AND WHEREAS** the Authority is empowered under the provisions of the 1988 Act to enter into contracts with any person for the purpose of collection of USER Fee under the said User Fee Rules, 2008. The Authority is desirous of engaging the Contractor to collect User Fees only at **Kadthal at km 45.710 from Hyderabad - Dindi section from Km 23.000 - Km 78.000 of NH-765 in the State of Telangana (Under PIU-Hyderabad)**.
- (H) **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of National Highway/ the said bridge for a period of **One Year** User Fee. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring Central Government's User Fee collection rights for the said Section of the National Highway or the said bridge for aforementioned period, the Contractor shall remit the following amount to the Authority so as to be




V. VIDYASAGAR REDDY
Individual

received by the Authority latest by **TUESDAY** of every week and if Tuesday happens to be a BANK Holiday, then by NEXT bank working day as indicated below by way of a demand draft/ pay order/ RTGS transfer for the said section of National Highway Or the said bridge. The remittance shall be as follows:

S. No.	Period	Total for One Year Amount Payable by the Bidder to the Authority - Hyderabad-PIU)	Amount to be paid per week
A.	B.	C.	D.
a)	(From 04.08.2019 08:00:00 hrs. to 04.08.2020 07:59:59 hrs)	Rs. 7,91,28,999/- (Rs. Seven Crore Ninety One Lakh Twenty Eight Thousand Nine Hundred Ninety Nine Only)	Rs. 15,13,397/- (Rs. Fifteen Lakh Thirteen Thousand Three Hundred Ninety Seven only)

- For calculating the weekly amount, the amount quoted for one year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.
- The week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7 days, then the bidder will deposit the amount proportionately.*
- The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the bidder over and above the quoted amount.*

i) AND WHEREAS the Authority HAS AUTHORISED General Manager (Commercial Operation)/ Project Director to enter into this Contract with the Contractor,

ii) And Whereas, the Authority has authorized the Project Director, Project Implementation Unit/Corridor Management Unit **Hyderabad** (hereinafter referred to as "the said (to be authorized)") to supervise and discharge of various functions to be performed by the Contractor under this Contract.

(I) AND WHEREAS Sh. Velma Vishal Babu, who is the authorized person of V. Vidya Sagar Reddy (Individual) to enter into this Contract with the Authority. (Enclose the proof of authorization clearly stating relation of the person authorized, with the Contractor)

(J) AND WHEREAS the parties are desirous of recording the terms and conditions on which the Contractor shall carry out the job of User Fees collection on behalf of the Authority.

Now therefore this contract witnesses in clauses as follows:




V. VIDYASAGAR REDDY
Individual

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1. **ENGAGEMENT OF CONTRACTOR:**

In consideration of the premises, the Authority hereby engages the party of the Second Part as the Contractor and the Contractor do hereby agrees to act as the Contractor of the Authority for collection of USER Fee for the use of the said Section of National Highway/the said bridge.

2. **PERIOD OF CONTRACT:**

(i) "The Contract shall be for a period of **One year** beginning on **04.08.2019 from 04.08.2019 (08:00:00 hrs.) to 04.08.2020 (07:59:59 hrs.)**, (hereinafter referred to as "**One year**")

OR

till the plaza is handed over to the other collection agency (OMT Concessionaire/BOT Concessionaire etc.) as per directions issued by NHAI, whichever is earlier." However, in case of certain stretches going for BOT/OMT, the Authority reserves the right to reduce the period of contract without any compensation and in such cases of early termination of contract, the total amount payable by the bidder to the Authority will be proportionately modified depending upon the period.

Note: The start date of contract shall be within 2 days from the date of signing of the contract agreement or the date indicated by the authority in LOA.

(ii) The period of contract shall be one year. In case the Authority is not getting a bid higher than the remittance under this contract or in case of urgency, the Authority reserves the right to increase the contract period at same remittance and terms & condition under the contract upto 03 months.

3. **RATE OF USER FEE:**

(a) The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the Central Government vide **Notification No. S.O. 1004(E) dated 06.03.2018** for the use of the said Section of the National Highway/the said bridge and in strict compliance with the provisions of the notification. A copy of the said Notification is appended as **Schedule I**. In case, there is a material difference (i.e. impacting the collection of the Contractor by more than 10 (ten) % in a year) in the draft notification and the officially published notification, prior to commencement of collection of User Fee, the revised remittance shall be derived from the quoted remittance as per Clause-5(b) and in the event of dissatisfaction of either party on the revised remittance, so fixed, either party to this Contract will be at liberty to terminate this Contract by giving 30 days prior notice in writing.

(b) The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule I for any reason whatsoever, under any circumstance.




V. VIDYASAGAR REDDY
Individual

(c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Authority on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

The Contractor shall ensure that under no circumstances, USER Fee in excess of the prescribed rate or without issuance of receipt in the format including condition of such receipts being bilingual or trilingual, prescribed by the Authority is charged by the Contractor from the road users. Printing of receipts shall be arranged by the Contractor at its own cost.

5. CHANGE IN THE RATE OF USER FEE:

(a) The right of the Central Government to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved.

(b) The revised remittance on annual increase of user fee rates due to change in WPI, will be determined using the weighted percentage increase in the rates of all categories of vehicles, using proportions of different categories of vehicles* and considering single journey rates. A sample calculation is given in Schedule-VIII.

*The Authority will inform the proportion (%) of contribution in APC of different categories of vehicles in Clause-1.1.3 of RFP

(c) In case, any variation in the prescribed USER Fee rate for all or a particular category of the vehicles is effected, sought or permitted by the Central Government, the amount payable by the Contractor to the Authority for the period from which such variation comes into force, shall be adjusted proportionately on the basis of USER Fee rates specified in Schedule I and vis-a-vis the new USER Fee rates as detailed hereunder.

The amount to be increased /reduced shall be worked out based on:

- i) Total collection worked out considering the traffic during 6 calendar months immediately preceding the month from which the variation is effected or the actual period of collection, which ever is less, on the basis of existing rates.
- ii) Total collection worked out considering the same volume of traffic on the basis of the revised fee rates



[Signature]
V. VIDYASAGAR REDDY
 Individual

- iii) Percentage change between (i) and (ii) would be applied to remittance immediately prior to such revision in fee rates to working out revised amount payable to the Authority.

Provided in case of introducing a new category of vehicles not subjected to levy of USER Fee earlier, an estimate of the traffic will be made on the basis of actual collection of current month for immediate purposes. At later stage the effect would be re-calculated on the basis of actual collection for six month or of the remaining tenure of the Contractor whichever is earlier. For this purpose the Contractor would submit a monthly collection statement to Authority for the effected period in the format suggested by Authority. For this purpose Authority would have full liberty to check by any means or method whether the collection given is actual one.

- (d) The proposal on revised remittance alongwith the supporting calculations shall be submitted by the Contractor to the Authority atleast 7 days prior to the actual applicable date. The Authority will give approval within 7 days. In case of delay in approval by the Authority, the Contractor shall deposit the revised remittance from applicable date as per their own proposal on the revised remittance and the difference, if any, found later as per approved remittance by the Authority, shall be deposited by the Contractor alongwith an interest @ 12% p.a., within 7 days from date of approval of revised remittance by the Authority

- (e) Provided that, any modification, change or variation in the conditions for collection of User Fee (including towards concession/ rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority giving due regard to the procedure set out in Clause-5(c) above and in the event of failure to arrive at an agreement on this issue, the decision of the Authority shall be implemented and the Contractor shall be at liberty to refer the dispute to Arbitration as per Clause-27

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- (a) Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the Authority in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of One Year.

Provided that the Contractor shall not commence collection if (i) a published copy of the USER Fee notification in the Official gazette is not made available by the Authority; and (ii) The Authority does not inform about the completion of the said section of the Highway or the said bridge for which the USER Fee is to be collected. The Authority can also change any date communicated earlier for commencement of collection of USER Fee for other reason/s, as considered necessary.




V. VIDYASAGAR REDDY
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Provided that if the Contractor is not able to commence the collection of USER Fee from a particular date, not attributable to the reasons beyond his control, the period of the USER Fee collection for One Year shall be deemed to have begun from such date and the Contractor shall be liable to remit the agreed amount even for such period for which the collection has not been made.

- b) The right to collect USER Fee shall come to an end on the expiry of a period of One Year (Refer to Clause 2) reckoned from date as communicated by the Authority for collection of USER FEE.
- (c) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of One Year

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the Authority or by the Central Government of India. Such variance, unless impact on his collection is considered more than half a percent in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.
- (b) All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be honored by the Contractor.
- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Notification appended in Schedule-I **and National Highways (Determination of Rates & collection) Rules, 2008 is published with amendments vide GSR 950 (E) Dt. 03.12.2010, GSR 15 (E) Dt. 12.01.2011, GSR 756(E) Dt. 12.10.2011, GSR 778(E) Dt. 16.12.2013, GSR 26(E) Dt. 16.01.2014, GSR 831(E) Dt. 21.11.2014, GSR 02(E) Dt. 29.12.2014, GSR 220(E) Dt. 23.03.2015, GSR 585(E) Dt. 08.06.2016, G.S.R 1114(E) dated 02nd December, 2016, G.S.R. 248(E) dated 14th March, 2017, G.S.R. 427(E) dated 7th May, 2018 and its subsequent amendments from time to time.** In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.
- (d) If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as penalty within 7 days of the issue of a notice by the PD in this regard.




V. VIDYASAGAR REDDY
Individual

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only **Kadthal at km 45.710 from Hyderabad - Dindi section from Km 23.000 - Km 78.000 of NH-765 in the State of Telangana (Under PIU-Hyderabad)** where permanent USER Fee Collection Booth(s) are put up by the Authority. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement.

Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance and action shall be taken either under Clause 17 (c) or under Clause 35(4).

- (b) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the Authority in this regard shall be final and binding.
- (c) The Authority reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall be come to an end and the performance guarantee of the contractor shall be refunded in compliance to other provision of the contract in this regard.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Section of the National Highway or the said Bridge and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work, whether existing or likely to come in the future which any road user may opt, inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the Highway for which USER Fee is to be collected. The Contractor



V. Vidyasagar Reddy
V. VIDYASAGAR REDDY
Individual

recognizes that all tollable traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

10. HANDING OVER THE USER FEE PLAZA(S):

- (a) The Authority shall endeavour to hand over the USER Fee Plaza collection booths **at Kadthal at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU-Hyderabad) at 08:00:00 hrs of 04.08.2019** on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the National Highway/the said bridge.
- (b) The Authority has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the Authority fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (a), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- (d) In such case as mentioned in (b) and (c) above, the contract period along with the obligation of total amount payable by the Contractor to the Authority as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
- (e) The Contractor shall handover the User Fee Plaza(s) on 07:59:59 hrs of the day on the completion of the period of Contract as per Clause 6 above.
- (f) In case, the Contractor fails to handover the User Fee Plaza on 07:59:59 hrs of the day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the Authority, PIU/CMU **Hyderabad** of the Authority whose decision in the matter shall be final.




V. VIDYASAGAR REDDY
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- g) Upon expiry of the contract period/termination, with 7 days, the contractor shall submit a statement giving details of payments of weekly remittances and TCS during the entire contract period along with delay in days (if any) and calculation of interest/penalty for delay in depositing the remittances, etc for settlement of all accounts of the Contractor and issuance of "no dues certificate" by the Authority. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.

11. DISPLAY OF RATE OF USER FEE AND USER FEE NOTIFICATION:

- (a) The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address and telephone number of the Authority, to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed 500m ahead of the User Fee collection booths, 100m ahead of the User Fee collection booths and at the User Fee collection booths also. The height of the display boards and size of letters being such that it is easy for drivers to read. The display boards shall be provided by the Authority.
- (b) The Contractor shall also (i) display, a copy of Notification in **Schedule I**, appended to this Contract at a conspicuous place of the User Fee Plaza(s) for the information of the road users and the general public and (ii) provide a copy of same to road user on demand upon payment of copying charges on a 'no profit no loss' basis.

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the Authority to ensure efficient management of entire operations, including free flow of traffic, in or around the plaza including in the User Fee collection booths.

The number, qualification & experience of personnel to be deployed should be in accordance with the details given in schedule- III of this contract. However, the Authority reserves the right to serve directions for any interchange in the category of personnel (total deployment will remain according to Schedule- III) to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well-behaved, and of qualification & experience prescribed in schedule- III




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- (b) The Contractor shall furnish to the Authority a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted to the concerned Regional Office and that of other staff to Project Director after signing of the contract in the format given in schedule- IV of this contract.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trouser and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trouser and sky blue check shirt will be the uniform of collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in readable size.
- (d) The Authority reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the Authority shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The Authority shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Authority.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the PD concerned in advance. The PD, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in schedule- III.
- (i) The Authority is in process of introducing new electronic technologies for USER Fee collection system by installing electronic equipments already developed or being developed by various companies/agencies. The contractor shall extend full co-operation in installation, operation



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and maintenance of such system and will be bound by the advice of the authority in this regard.

As per Clause 13(i) of the draft Contract Agreement, the Authority vide letter No. 66192, dated 18.05.2015 (copy enclosed) advised all its Toll Collection Contractors/ Bidders that the toll collection contractor is responsible for traffic management in ETC lane including security of ETC equipment.

A list of ETC equipment installed at the Toll Plaza will be handed over by concerned PD, NHAI to the toll collection contractor for ensuring their safety and security. If there is any loss or damage to ETC equipment at any toll plaza other than for the reasons attributable to ETC equipment / system supplier of IHMCI/NHAI, it will be construed as failure of the contractor in discharging their duty and the cost of such loss or damage will be recovered from the toll collection contractor from the available performance security and such bidder / contractor shall be debarred from participating in any tender or RFP issued by the Authority for a period of 01 (one) year or as decided by the Authority without prejudice to any other rights of the Authority under the bidding documents / Contract Agreement and / or applicable law.

- (j) The engagement of at least 30% ex-servicemen (ESM) is mandatory. However, in case of non-availability of ex-servicemen, CGM/RO has power to relax the requirement considering overall capabilities and arrangements made by the agency for transparent and efficient toll collection at toll plaza.

14. INTER SE RELATIONS:

- (a) In all circumstances it is clearly understood by the parties that the personnel deployed by the Contractor shall have no connection whatsoever with the Authority and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) However, if considered necessary, the Authority shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.
- (c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the Authority shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate authority. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the Authority. The decision of the Authority in this regard shall be final and binding on the Contractor.



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15. PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be provided [in case not provided by NHAI or the BOT (Annuity) Concessionaire] and maintained by the Contractors are as under;
- (i) Computers and its peripherals,
 - (ii) Software for running the system if the contractor is not using NHAI's software,*
 - (iii) Generator/ Standby Generator for power if there is no electricity connection/ for stand by requirement.

* The software used by the Contractor shall be able to provide vehicle crossing details with number of vehicle, type of vehicle, date and time of crossing the plaza etc.

- (b) The Authority shall handover the Toll Plaza to the Agency in the condition as existing on 7 days prior to bid due date on 'as is where is basis'. The agency shall carry out upgradation/provide facilities as required, to discharge his duties.
- (c) The repair and maintenance of such facilities once provided by the Authority shall be the responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.
- (d) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of NHAI only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental article /equipments shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.



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- (g) The user fee collecting agency shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity and water charges in respect of the User Fee plaza(s)/collection booths as they become due and payable during period of this Contract.
- (h) The repair of the road section at the Toll Plaza site will be the responsibility of the NHAI.
- (i) In case of BOT (Annuity) stretches, whatever facilities and maintenance obligations fall within the mandate of the Concessionaire, same shall be provided by the Concessionaire, during the Concession period.

16. INSURANCE:

- (a) If required under the law for the time being in force, the Contractor shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Contractor and cash in booth, cash in chest, and cash in transit. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone.
- (b) As per the instruction of the Authority the Contractor shall also arrange adequate Insurance cover at its own cost favouring the Authority, for all the properties handed over by the Authority for comprehensive risk.

17. PERFORMANCE SECURITY:

- (a) The successful Bidder shall furnish to the authority Performance Security consisting of (a) a crossed account payee demand draft/pay order, amounting to **Rs. 65,95,000/- (Rs. Sixty Five Lakh Ninety Five Thousand only) (an amount equal to one (1) month's agreed remittance) has been deposited by the bidder through RTGS/NEFT vide UTR No. KVBLR52019080255088851 dated 02.08.2019 of Rs. 65,95,000/- in favour of National Highways Authority of India)** and (b) a bank guarantee as per the format prescribed by National Highway Authority of India from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations **Rs. 65,95,000/- (Rs. Sixty Five Lakh Ninety Five Thousand only) (an amount equal to one (1) month agreed remittance), dated 01.08.2019, bearing no. RWOIBGP192130001 for Rs. 65,95,000/- of Karur Vysya Bank Ltd., Banjara Hills Branch, Hyderabad valid for a period of 14 (Fourteen) months i.e. upto 01.10.2020 from the date of LOA for**



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due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year.

(b) (i) The said Performance Security shall not bear any interest except when the collection is not started within 120 days of signing of the Contract for the reasons not attributable to the Contractor. In such a case, interest @8% p.a. shall be paid for the period beyond 120 days. Performance Security shall be refunded as early as possible, but not exceeding 30 days from the end date of the contract, after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Authority.

(ii) In case settlement of accounts and issue of no dues certificate are getting delayed due to any pending issue/ recovery, which remains to be closed on the end date of the contract, the performance security to the extent of value of such issue/ recovery only shall be retained and the balance performance security shall be released as early as possible, but not exceeding 30 days from the end date of the contract.

(iii) In case of delay in release of performance security or excess withholding of the amount, NHAI will pay simple interest @ 12% per annum on such amount to the contractor for the period beyond 30 days from the end date of the contract till date of release of performance security/ excess amount withheld.

(c) (i) The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Authority.

(ii) The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the Authority in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Authority may have against the Contractor under this Contract or under general law for such breach.

(d) The amounts lying with the Authority towards the Performance Security shall not be adjusted towards installments due to the Authority from the Contractor including the installment for the last month of the contract period except as provided in Clause-19.

18. PENALTY FOR CHARGING EXCESS USER FEE:

(a) In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of



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levy of penalty for excess charging, the part performance security of an amount equal to 1 (One) months agreed remittance i.e. **Rs. 65,95,000/- (Rs. Sixty Five Lakh Ninety Five Thousand only)** as per amount stated in Letter of Award shall be forfeited in addition to such recoveries. The contractor shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the Authority after forfeiture of part performance guarantee, the contract shall be terminated and the entire performance guarantee shall be forfeited.

- (b) The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.
- (c) The termination under this clause, in addition to unconditional forfeiture of the Performance Security, shall make the Contractor liable for debarring from assigning any future work with Authority.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

(i) In case of delay in remittance of the agreed amount of any installment due under this Contract to the Authority beyond the fixed day (as per clause 8, of SECTION – II), the Authority shall levy penalty @ 0.2% per day for initial one month delay and @ 0.5% per day for further delay beyond one month. Such right would, inter-alia, include unconditional right of the Authority to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the User Fee Plaza(s) for User Fee collection in any manner the Authority may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

(ii) For avoidance of doubt, if more than one remittance are delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-out (FIFO) approach, i.e., the earliest installment due shall be first adjusted along-with the applicable penal interest on the earliest remittance on that date and in similar manner the other remittances shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple i.e. shall not be compounded.

(iii) (a) If the remittances outstanding including penal interest, if any, on ending of the contract is less than the cash performance security, then such amount shall be recovered from cash performance security, accounts will be settled and balance securities will be released and penal interest shall be levied only upto end date of contract. In case of contractor has not deposited the remittance of last week on ending of contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 7 days on the last week remittance shall also be levied.



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(b) If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash performance security will be adjusted as provided at Para-(iii) (a) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the contractor. For avoidance of doubt, it is clarified that the penal interest will be applicable only on the balance remittances and the penal interest will continue till payment of dues by the contractor.

20. PENALTY FOR FAILURE TO COMPLY ANY OF THE OBLIGATIONS SPECIFIED IN CLAUSE 23 OF THE CONTRACT:

In case of non-compliance of any of the obligations specified in clause-23, the Authority shall levy penalty @ Rs.1.0 lakh per default per month except for Clause-23(e) for which the penalty shall be @ Rs.10,000/-per default per month, without prejudice to any other rights of the Authority under this Contract. *However, in case of non-compliance of obligations specified in Clause 23(h), the Authority shall levy a penalty @ Rs. 10,00,000/- per instance or termination of Contract Agreement or both, without prejudice to any other rights of the Authority under this contract.* The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative. In addition to levy of penalty as above, more **than** three defaults in a month under this clause may attract termination under clause 35 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

21. OPERATIONAL TRANSPARENCY:

The Contractor shall be solely responsible for efficient and transparent working and management of User Fee collection at all points of time.

22. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:

- (a) The Authority has designated (to be authorised), **Hyderabad** NHAI PIU / CMU as **"the Authority"** to carry out all functions on its behalf under this Contract and may change the authorised representative from time to time.
- (b) The said Representative of the Authority shall have the overall authority to control and supervise the work of collection of User Fee carried on by the Contractor with a view to ensure that collection of User Fee is carried



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out smoothly, efficiently and without any hindrance or harassment to the users of National Highway.

- (c) The Authority or any other officer of the Authority or any agency as authorized by the Authority or by the Authority, shall have right and authority to inspect and check the receipt books (used/unused/counterfoils), registers and books of accounts maintained by the Contractor at any time without giving any notice.
- (d) The instructions given from time to time by the Authority or his authorised representative in this regard shall be complied with promptly by the Contractor.
- (e) The Contractor shall keep records of all the complaints received and replied directly or otherwise by it and forward a copy on fortnightly basis to the Authority.

23. OBLIGATIONS OF THE CONTRACTOR:

- (a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority from time to time.
- (b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 30 seconds for the purpose of issuing USER Fee. All the lanes shall be kept open at all times irrespective of peak or off peak hours.
- (c) The Contractor specifically undertakes to abide by all the instructions issued by the Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.
- (d) During the contract Period, the contractor shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- V (the "Monthly User Fee Statement"). Proper record is to be maintained at the plaza for the purpose of providing such information. **The Contractor shall also submit such information sought by the Authority in such format, as may be prescribed by the Authority from time to time.**
- (e) The Contractor shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the




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plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:

- (i) death or injury to any person;
- (ii) damaged or dislodged fixed equipment;
- (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
- (iv) disablement of any equipment during operation;
- (v) communication failure affecting the operation of Road Section smoke or fire;
- (vi) flooding of Road Section; and
- (vii) such other relevant information as may be required by the Authority.

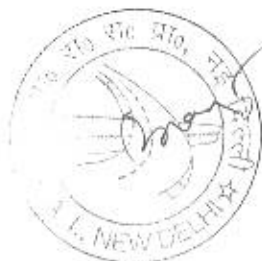
(f) **Deleted**

(g) The contractor also agree to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.

(h) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/ coffee/ wafer packets, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all Toll Booths in the format enclosed at **Schedule-IX** for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the Toll Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

24. RIGHT OF INSPECTION:

- (a) The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The Authority may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:




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- i) Correctness of the User Fee charges recovered from users, as prescribed
- ii) Issue of proper Receipts to all Vehicles;
- iii) Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
- iv) **Weekly** remittance of amount due from the Contractor by the prescribed **day**;
- v) Checking of data in electronic/soft form;
- vi) Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
- vii) Arrangement for lighting and water are in order;
- viii) There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
- ix) Any other check or control as considered appropriate by the Authority including through its authorised representative.

25. **FORCE MAJEURE:**

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local authority or any State/Central Government for a period not exceeding 15 days in continuation; or (ii) where the road users opt to access/ travel through the existing alternate free User Fee (toll) roads due to deteriorated road conditions/ maintenance of road section. This may result into bypassing of User Fee Plaza/ User Fee Collection Booths and use of any part of the said Section of the National Highway/said bridge by the users.

(b) FORCE MAJEURE EVENT:

Except as stated in Clause (a) above, Force Majeure event means an event or circumstances or a combination of events and circumstances referred to in this clause which are beyond the reasonable control of the Party or Parties to this Contract and which party could not have prevented or reasonably overcome with the exercise of its reasonable skill and care in relation to performance of its obligations pursuant to this Contract and which are of the nature, without limitation of those described below:

Publicly declared strike by registered and recognised association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.

- (i) Floods/Earthquake having materially adverse impact i.e. complete blockade of road.



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- (ii) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- (iii) Expropriation, acquisition, confiscation or nationalisation of the User Fee collection
- (iv) Any change in law which has a material adverse effect on the obligation of the parties hereto.
- (v) Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- (vi) Suspension of traffic on the said section of National Highway/said bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.
- (vii) Any event or circumstances of a nature analogous to the foregoing.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of instalments by the Contractor to the Authority for the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time (or continuously for more than 3 (three) days at a time in case of no user fee collection at all at the toll plaza) for reasons not attributable to the Contractor.

(c) PROCEDURE FOR FORCE MAJEURE:

(i) NOTICE:

- (1) If a party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, as soon as reasonably practicable and in any event within 7 days of becoming aware of the Force Majeure event, give notice giving details of the effects of such Force Majeure on the Party's obligations under this Contract to the other Party in writing, including the dates of commencement and actual/likely date of cessation of such Force Majeure and its effects, with necessary supporting documents and data.
- (2) The Party receiving the claim for relief under Force Majeure shall, if wishes to dispute the claim, give a written notice of the dispute to the Party making the claim within 30 days of receiving the notice of claim.



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(ii) **CONSULTATION AND DUTY TO MITIGATE:**

- (1) The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably possible. The Parties shall consult with each other to determine the measures to be implemented to minimise the losses of either Party as a result of the Force Majeure event.
- (2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- (3) Notwithstanding anything contrary to the specifically stated in this Contract no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.
- (4) Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.
- (5) The relief under force Majeure will be calculated on the basis of average collection per day, arrived based on the agreed weekly remittance. The difference in collection per day during force majeure and average amount of collection per day, arrived based on the agreed weekly remittance multiplied by number of days of force majeure will be payable to the contractor .

(iii) **TERMINATION DUE TO FORCE MAJEURE:**

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 60 days from the date of commencement of such Force Majeure event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Contract or to terminate this Contract by mutual consent. If the parties are unable to agree on such terms or to terminate the Contract by mutual consent within 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

- (iv) The Authority on behalf of the Authority is authorised specifically to settle claims for force majeure events.




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26. MATTERS NON-ARBITRABLE:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18 and 19 shall be referred to the Authority, Project Implementation Unit / Corridor Management Unit **Hyderabad** whose decision shall be final.

27. Deleted.**28. SEVERABILITY:**

If any provision of this Contract is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, unless the same materially affects the performance of the obligation of the parties under this Contract and this Contract shall continue in full force and effect to the fullest extent possible as if such prohibited, illegal or invalid provision had never constituted a part thereof.

29. BREACH:

Any breach of the terms and conditions herein contained in this Contract, which may or may not, cause any financial loss to the Authority shall attract immediate unilateral termination of this Contract by the Authority, not withstanding anything contrary contained in any of the Clauses in this Contract.

30. WAIVER:

Failure or neglect by either of the Parties to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of the right. In such an event, the same shall neither affect the validity of the whole or any part of this Contract nor prejudice the rights of Parties from taking subsequent action.

31. ASSIGNMENT:

The Contractor undertakes not to assign any right and/or obligation of this Contract to any other person without prior consent of the Authority in writing.

32. DEATH/WINDING UP:


V. VIDYASAGAR REDDY
 Individual

If the Contractor being an individual/ Proprietary firm declared as insolvent or commit any act of insolvency or a partnership firm is dissolved or insolvent or commits any act of insolvency or being a Cooperative Society/a Limited Company is ordered to wind up by any Court of Law or makes arrangements with its creditors to wind up, the Contract shall forthwith stand terminated without prejudice to any other rights or remedies of the Authority under this Contract.

33. ABANDONMENT:

In the event of abandonment of the User Fee collection by the Contractor, due to his fault or due to bankruptcy or default or for any other reason, the Authority shall be entitled to take over the User Fee Plaza(s), and terminate this Contract and to continue the User Fee collection in the manner it deems fit. Further, the Authority, in such a situation, shall forfeit the performance security furnished by the Contractor to adjust any dues or claims or damages without prejudice to its other rights.

34. INDEMNITY:

The Contractor shall indemnify the Authority and its officers, agents and authorized representatives against all liabilities, damages and expenses arising from any claims for damages, suits, proceedings, recoveries, judgments or executions (including, but not limited to litigation costs and expenses and reasonable User Fees of the Attorney) which may be made or recovered from the Authority by reason of any acts, omissions (whether negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

35. TERMINATION:

- (1) The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to BOT/OMT concessionaire (reference clause 2 of the contract) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
- (2) The Authority shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.




V. VIDYASAGAR REDDY
 Individual

By giving seven (7) days prior notice in writing,

- (3) Notwithstanding anything contained in clause (1) above, the Authority may terminate the Contract forthwith for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of Contractor or his employee/staff/personnel or for overcharging of User Fee from a user, or for harassment of any user.
- (4) The Authority shall be entitled to terminate this Contract for any type of non-compliances under provisions of this contract if not rectified within a given time frame.

(5) **Pre-mature termination of the contract at the request of the Contractor:**

Within 30 days of taking over the toll plaza, if the Contractor feels that he has committed an error in assessing the realizable user fee at the toll plaza, he may in writing request the Authority for pre-mature termination of the contract. Such request of the Contractor is irreversible by the Contractor under any circumstances.

The Contractor, even after making such request, shall continue to collect user fee at the toll plaza, remit the agreed remittances timely to the Authority and comply with all other terms and conditions in accordance with this contract, till handing over of the toll plaza to the new agency.

The Authority shall appropriate 25% of the performance security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for inter-alia time, cost and effort of the Authority. The balance performance security shall be released by the Authority within 30 days of handing over of the toll plaza to the new agency.

Within 60 days of receipt of such request, the Authority may complete the bidding process for selection of new agency; select the new agency and handover the toll plaza to the new agency. For avoidance of doubt, NHAI would finalize the new agency as early as possible, irrespective of the quotes of the Contractor and the new agency. This Agreement stands terminated automatically on the date of handing over of the toll plaza to the new agency. The existing Contractor is also eligible to bid at the time of selection of new agency by NHAI, but if he does not takeover or leaves in between or abandons the user fee collection work second time, he will be debarred from participating in further bidding for user fee collection at the same Toll Plaza, either directly in his own name or as a consortium or as an associate or in the name of any firm owned by him, for a period of two years.

This clause is non-arbitrable as per Clause 26 of Agreement.

36. **DECISION OF AUTHORITY: FINAL AND BINDING**




V. VIDYASAGAR REDDY
 Assistant

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Except where otherwise provided or specified in this Contract and subject also to such powers as may be delegated by the Central Government to any of the specific official of the Authority from time to time, any decision of the Authority for the time being on all questions and matters whatsoever arising out of or in relation to or in connection with this Contract or as to the interpretation of any of its conditions whether during the subsistence of this Contract or at any time thereafter, shall be final and binding on the parties to this Contract.

37. INTEGRATED CONTRACT:

This Contract represents and constitutes the entire Contract between the Parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or Contract(s), either written or oral or minutes of any meeting (including pre-bid meeting/s) or conference(s) and correspondence between the Parties or bid documents.

38. STAMPING AND ENGROSSING:

Within 28 (twenty eight) days from the date of signing this Contract or within such period as provided by the law applicable which ever is shorter, the Contractor, if required, shall have the Contract engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard. It shall be noted that the contract shall be signed at NHAI HQ at Delhi.

If an occasion arises for the Authority to pay for the cost of stamping and engrossing of the Contract Agreement, the same shall be recovered from any security deposited by the Contractor with the Authority in respect of any Toll Plaza.

39. AMENDMENT:

Terms of this Contract can be amended with the mutual consent of both the parties. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.




V. VIDYASAGAR REDDY
Individual

IN WITNESS WHEREOF the parties hereto through their duly authorised representatives have set their hands and seal on the day, month and year first above mentioned.

**For and on behalf of
National Highways Authority of India**



(Signature)

Name: - Awadhesh Kumar

Designation: General Manager (CO),

Place:- New Delhi

**For and on behalf of
(V. Vidya Sagar Reddy)**

V. VIDYASAGAR REDDY
Individual

(Signature)

Name:- Sh. Velma Vishal Babu

Designation:- Authorised Signatory

Place:- New Delhi

In the presence of

1. (Signature)

Name:-

Address:-

2. (Signature)

Name:-

Address:-

In the presence of

1. (Signature)

Name:-

Address:-

2. (Signature)

Name:-

Address:-

*** Contractor must affix its seal.**

36

SCHEDULE - I

**USER FEE RATES AT KADTHAL AT KM 45.710 FROM HYDERABAD -
DINDI SECTION FROM KM 23.000 - KM 78.000 OF NH-765 IN THE
STATE OF TELANGANA (UNDER PIU-HYDERABAD)**

NOTIFICATION NO. S.O. 1004(E) DATED 06.03.2018

PUBLISHED IN OFFICIAL GAZETTE

Fee Rates applicable for year 2019-20 are as under:

Sl No	Type of vehicles	Fee rate for vehicle for one way trip (in rupees)	Fee rate for vehicles for return trip in a day (in rupees)	Fee rate for vehicles for monthly pass valid for 50 journeys in a month. (in rupees)	Fee for commercial vehicles registered in the District (in rupees)
(1)	(2)	(3)	(4)	(5)	(6)
1.	Car, Jeep, Van or Light Motor Vehicle	40	55	1270	20
2.	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	60	90	2050	30
3.	Bus or Truck (upto two axles)	130	195	4295	65
4.	Commercial Vehicles (three axles)	140	210	4685	70
5	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)	200	305	6735	100
6	Oversized Vehicles (seven or more axles)	245	370	8200	125

1. The rate of monthly pass for local non – commercial vehicles shall be **Rs. 265.00** for the year 2019-20.
2. The fee rate mentioned at column 6 is for single trip and is applicable for commercial vehicles (excluding vehicle plying under National Permit), registered within the District where the fee plaza is located.




V. VIDYASAGAR REDDY
Individual

SCHEDULE - II

Not Applicable




V. VIDYASAGAR REDDY
Individual

Schedule- III

[Reference clause 12 &13 of Appendix - IV]

Key Personnel

SI No	Designation at Plaza	No. per lane	No per shift (for all lanes)	Nos. deployed per Plaza (for all shifts)	Essential Qualification
1.	Plaza Manager			1	<p>(a) Degree in IT/ Computer Science/ Electronics & Communication or MCA from any government recognized university; (or) Graduate in any discipline from government recognized university, with DOEACC 'A' level Course; 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/ PG Diploma Courses are not eligible); and</p> <p>(b) 2 years experience in using semi-automatic/ electronic toll collection systems</p>
2	Security Officer			1	<p>(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience in relevant field in any government or private organization of repute; (or) Any Retired Defence/ Police Officers who led a team, with Graduation in any discipline from any government recognized university; and</p> <p>(b) experience of 3 years as Security Officer on similar assignments</p>
3	Accounts Officer			1	<p>Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years experience in Audit & Accounts.</p> <p>Note: At least the Contractor shall have one team of Key Personnel, meeting above requirements, for all Toll Plazas within the jurisdiction of one Regional Office, subject to provision of suitable persons for Key Personnel positions at that specific Toll Plaza for which qualification requirements may be relaxed by RO concerned. There shall be no change in the requirements regarding "other staff" specified in Schedule-III for each Toll Plaza</p>



[Signature]
V. VIDYASAGAR REDDY
 Individual

OTHER STAFF					
1.	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognised institute of repute with minimum 2 years post qualification experience in relevant field or retired defence personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
2.	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
3.	Toll Collector	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12th pass from any recognised board in India or retired defence personnel with operational knowledge of computer.
4.	Toll Attendant	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12th pass from any recognised board in India or retired defence personnel.
5.	Barrier man		2+2 (up&d own)	12	12th pass from any recognised board in India or retired defence personnel
6.	Channelizer		2 (up&d own)	6	12th pass from any recognised board in India or retired defence personnel
7.	Gun man		4	12	Retired defence personnel only.
8.	Electrician		1	3	10th Standard pass from any recognised board of India with knowledge of the relevant field.
9.	Safaiwala		1	3	Experience in relevant field.
10.	Mali			1	
11.	Peon		1	3	8th standard pass.
12.	Total			109	

* The above requirement of staff is for 4 + 4 lane plaza. The bidder shall confirm the actual number of lanes and requirement of other staff from the concerned Regional Office or Project Director.



V. Vidyasagar Reddy
V. VIDYASAGAR REDDY
Individual

Schedule- IV**[Reference Clause 13 (b) of Appendix IV]**

Format for details of Personnel to be deployed at KADTHAL AT KM 45.710 FROM HYDERABAD – DINDI SECTION FROM KM 23.000 – KM 78.000 OF NH-765 IN THE STATE OF TELANGANA (UNDER PIU-HYDERABAD), To be submitted after signing of the contract to the RO in case of Key personnels and to the Project Director for other staffs)

<u>Sr No.</u>	<u>Name & Designation</u>	<u>Permanent Address & Contact No.</u>	<u>Correspondence Address & Contact No.</u>	<u>Qualification & experience (self attested copy of certificate are to be enclosed)</u>	<u>Recent Passport size photograph.</u>	<u>Specimen sig.</u>
1.	Plaza Manager	-	-	-	-	-
2	Security Officer	-	-	-	-	-
3	Accounts Officer	-	-	-	-	-
4	Administrative Officer	-	-	-	-	-
5	Shift Incharge	-	-	-	-	-
6	User Fee Inspectors	-	-	-	-	-
7	Accountant	-	-	-	-	-
8	Astt. Accountant	-	-	-	-	-
9	Toll Collector	-	-	-	-	-
10	Toll Attendant	-	-	-	-	-
11	Barrier man	-	-	-	-	-
12	Channelizer	-	-	-	-	-
13	Gun man	-	-	-	-	-
14	Electrician	-	-	-	-	-
15	Safaiwala	-	-	-	-	-
16	Mali	-	-	-	-	-
17	Peon	-	-	-	-	-



V. VIDYASAGAR REDDY
Individual

Schedule-V

[Reference clause 23 (d) of Appendix- IV]

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

Sl. No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through Tickets		User Fee collected through Passes		User Fee collected through Vehicles registered in the District of fee plaza		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE											
2	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS											
3	TRUCK / BUS (TWO AXLES)											
4	THREE AXLE COMMERCIAL VEHICLES											
5	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)											
6	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)											
Total												



Individual
V. VIDYASAGAR REDDY
Individual

Schedule-V

[Reference clause 23 (d) of Appendix - IV]

MONTHLY USER FEE COLLECTION STATEMENT- PART-B

MONTHLY VEHICLE PASSING REPORT							
FOR THE MONTH OF							
No of monthly passes	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
Type of Vehicles as per notification	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
	Nos	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry (excluding Commercial vehicle registered in the district where the fee plaza falls)							
Multiple entry							
Reusage of Multiple Entry ticket							



V. Vidyasagar Reddy
 V. VIDYASAGAR REDDY
 Individual

Reusage of Monthly passes							
Single Entry of Commercial vehicle (excluding vehicles plying under national permit) registered in the district where the fee plaza falls							
Exempted etc.							
Grand Total							




V. VIDYASAGAR REDDY
Individual

Schedule-VI

Not applicable




V. VIDYASAGAR REDDY
Individual

Schedule-VII

Not applicable




V. VIDVASAGAR REDDY
individual

Schedule-VIII

Sample calculation of Revised Remittance as per Clause- 5(b)					
S. No.	Category of Vehicle	Proportion (%) of contribution in APC of different categories of vehicles (refer Clause 1.1.3 of RFP)	User fee rates given in the bid (for single journey) (Rs.)	Revised Rates (for single journey) (Rs.)	% increase in revised rates over the rates in the bid $[6=(5-4)*100/4]$
1	2	3	4	5	6
1	Car / Jeep / Van	7	40	50	25.00
2	LCV / LGV or Mini Bus	4	80	100	25.00
3	Truck Bus (2 Axle)	22	160	200	25.00
4	3-Axle Commercial Vehicle	36	160	200	25.00
5	HCM / EME/ MAV (4-6 Axle)	31	325	345	6.15
6	OSV (7 or more axle)	0	160	200	25.000
	Total	100			

1 Percentage increase in remittance $\frac{\sum \text{Col. 6} \times \text{col. 3}}{3/100} = 19.16\%$
(rounding upto 2 decimals)

2 Original weekly remittance= Rs. 13,80,822 /-

3 Revised weekly remittance= $\text{S. No. 2} \times \frac{\text{S. No. 1}}{100} + 1 = \text{Rs. } 16,45,356/-$



Signature
V. VIDYASAGAR REDDY
Additional

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Schedule-IX

Format for Placard at each Toll Booth

(English, Hindi & Vernacular Languages)

Welcome to Toll Plaza (Name & Address)

At this toll plaza, we behave courteously; we charge as per rates approved (no overcharging); we return exact change and do not give packets of namkeen, wafers, etc.

In case you notice any irregularities by the toll collection contractor at this toll plaza, please contact:

Name, Project Director, NHAI, Mobile No.

In case PD does not lift the phone, please contact:

Name CGM/ RO, NHAI, Mobile No.

Thank You. We wish you a safe and comfortable journey.




V. VIDYASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

बी-5 एवं 6, सेक्टर-10, इंदिरा, नई दिल्ली-110075

G-5 & 6, Sector-10, Indira, New Delhi-110075

दूरभाष : Phone : 91-11-25074100/25074216

फैक्स : Fax : 91-11-25093507 / 25093514

NHAI/13013/547/CO/2017-18Misc.

Date: 11.12.2017

ADDENDUM to RFP

Sub.: Engagement of user fee collection contractors on the basis of competitive bidding (e-bid/ e-quotation).

Ref.: RFP for which bids are yet to be invited or received after this addendum.

Pursuant to Para 2.5.2 of the above mentioned RFP, the Authority hereby issues the following addendum:

Ref. Clause 1.1.1, Clause 3.5.1, Sub-Clause 2 (i) and Sub Clause 35 (1) under Form of Contract at Appendix-2:

(i) After the words "OMT Concessionaire/BOT Concessionaire.", the words "/TOT Contractor/ Four Year Tolling Contractor." shall be inserted.

(ii) After the words "BOT/OMT Projects", the words "/TOT/ Four Year Tolling Contracts" shall be inserted.

(Awadhesh Kumar)
General Manager (CO)



V. VIDVASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

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जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/250741

फैक्स / Fax : 91-11-25093507 / 250935

Date: 07.04.2017

CIRCULAR

No. NHAI/ CO/ 2017/ Circular/ Bus Traffic /97965

Subject: Submission of "Monthly Fee Statement" and "Weekly Traffic Census" as per the revised Schedule formats by the concessionaires/ toll plaza operators

In order to assess the current usage pattern of public transport on National Highways, there is a need to capture the individual public transport vehicles, including Bus, plying on various National Highways.

2. Currently, a "Monthly Fee Statement" and "Weekly Traffic Census" is submitted by the concessionaires/ toll plaza operators to the concerned PIUs/CMUs as per the prescribed format in MCA (Schedule M & N for BOT-Toll, Schedule G & I for OMT, Schedule V for O&M Contracts). However, the individual count of Bus is not being provided in most of the cases as both Bus and truck are generally clubbed together in these statements.

3. It has been decided that henceforth the traffic census of "Bus" should be invariably provided separately in the "Monthly Fee Statement" and "Weekly Traffic Census" by all concessionaire/ toll plaza operator as per the revised Schedule formats (as attached in enclosure) with immediate effect.

4. All ROs and PDs shall ensure that the concerned concessionaires/toll plaza operators submit these details as per the revised formats with immediate effect.

(L P Padhy)

Chief General Manager (T)

Copy:

- 1) All CGM(T) - NHAI HQ
- 2) All GM(T) - NHAI HQ
- 3) All ROs - NHAI
- 4) All PDs - NHAI

Enclosure:

1. Revised Schedule M (BOT - Toll) & Schedule G (OMT) - "Monthly Fee Statement"
2. Revised Schedule N (BOT - Toll) & Schedule I (OMT) - "Weekly Traffic Census"
3. Revised Schedule V (O&M Contracts)



V. VIDYASAGAR REDDY
Individual

MONTHLY FEE STATEMENT

Project Highway:

Month:

Fee Plaza Name (chainage):

Type of Vehicle	For corresponding month of previous year		For preceding month		For the month reported upon		
	No. of Vehicles	Fee collected (in lakh Rs.)	No. of Vehicles	Fee collected (in lakh Rs.)	Fee per Vehicle (in Rs.)	No. of Vehicles	Fee collected (in lakh Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A) Car							
B) LCV							
C) Bus (Axle wise)							
D) Truck							
E) Three-axle vehicle							
F) Multi-axle Truck							
G) Oversized vehicle							
H) Total							

Note 1: The above statement does not include Local Users and vehicles travelling on Passes.

Note 2: Monthly Fee Statements for Passes have been prepared separately in the above format and are enclosed.

Remarks, if any:




V. VIDYASAGAR REDDY
 Assistant

WEEKLY TRAFFIC CENSUS

Project Highway:

Week ending:

Fee Plaza Name (chainage):

Type of Vehicle	No. of vehicles using the Project Highway during		
	Corresponding week/ last Yr.	Preceding week	Week of report
A Fee paying Traffic			
A1 Car			
A2 LCV			
A3 Bus			
A4 Truck			
A5 Three-axle vehicle			
A6 Multi-axle Truck			
A7 Oversized vehicle			
Total (A)			
B Local Users			
B1 Car			
Total (B)			
C Exempted Vehicles			
C1 Motor Cycle			
C2 Car			
C3 LCV			
C4 Bus			
C5 Truck			
C6 Three-axle vehicle			
C7 Tractor			
Total (C)			
D Total Traffic (A+B-C)			
D1 Motor Cycle			
D2 Car			
D3 LCV			
D4 Bus			
D5 Truck			
D6 Three-axle vehicle			
D7 Multi-axle Truck			
D8 Oversized vehicle			
D9 Tractor			
Grand Total (E)			

Remarks, if any:



V. Vidya Sagar Reddy
V. VIDYASAGAR REDDY
 Individual

WEEKLY REPORT FOR WEIGH STATIONS

Project Highway:

Week Ending:

Type of Vehicle	Permitted	No. of Vehicle	No. of Vehicles carrying load:			
			Within permissible limits	Up to 10% in excess	Over 10% and up to 20% in excess	Over 20% in excess
(1)	(2)	(3)	(4)	(5)	(6)	(7)
A LCV						
B Truck						
C Three-axle vehicle						
D Multi-axle Truck						
E Total						

Note: Sample size shall not be less than 200 Trucks per week and 20 Trucks per day, and should include a proportionate number of Multi-axle Trucks.

Remarks, if any:



[Signature]
V. VIDYASAGAR REDDY
Individual

Schedule-V

[Reference clause 23 (d) of Appendix- IV]

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

Sl No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through Tickets		User Fee collected through Passes		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1	CAR, JEEP, VAN OR LMV									
2	LIGHT COMMERCIAL VEHICLE, LGV OR MINI BUS									
3	BUS (Axle wise)									
4	TRUCK (2 Axles)									
5	3-AXLE COMMERCIAL VEHICLES									
6	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)									
7	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)									
Total										



[Signature]
V. VIDYASAGAR REDDY
 Individual

Schedule-V
[Reference clause 23 (d) of Appendix - IV]
MONTHLY USER FEE COLLECTION STATEMENT- PART-B

MONTHLY VEHICLE PASSING REPORT FOR THE MONTH OF .								
No of monthly passes	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	BUS	TRUCK (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
Type of Vehicles as per notification	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	BUS	TRUCK (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
	Nos	Nos	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry (excluding Commercial vehicle registered in the district where the fee plaza falls)								
Multiple entry								
Reusage of Multiple Entry ticket								
Reusage of Monthly passes								
Single Entry of Commercial vehicle (excluding vehicles plying under national permit) registered in the district where the fee plaza falls								
Exempted etc.								
Grand Total								



V. VidyaSagar Reddy
V. VIDYASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

Date: 19.04.16

ADDENDUM to RFP

- Sub: Engagement of user fee collection contractors on the basis of competitive bidding (e-quotation/ e-bid)
- Ref: RFP for which the bids are yet to be invited or received after this addendum

Pursuant to Clause 2.5.2 of above mentioned RFP, the Authority hereby issues the following Addendum:

1. Ref. Clause 3.6 of RFP and Clause 38 of contract agreement:

The bidders/ contractors are required to note that some of the State Governments are insisting for payment of balance stamp duty and in case of such demand, it would be the sole responsibility of the contractor, irrespective of the past conduct/ actions of such State Governments to recover balance stamp duty. Accordingly, the bidders/ contractors shall take into account the payment of balance stamp duty, while submitting their bids/ e-quotations and NHAI shall not entertain any representation/ claim from the contractors in this regard.

2. Clause 31 of UFC agreement stands modified as follows:

The Contractor undertakes not to assign any right and/ or obligation of this Contract to any other person without prior consent of the Authority in writing. However, Authority has "No Objection" if the Contractor enters into a user fee (toll) collection bank account with their banks for creating a charge on such account, for the purpose of funding Performance Security in Cash & BG deposited with Authority. This "No Objection" is without prejudice to any specific/ general right of the Authority under the Agreement.

(Udeep K Singhal)
General Manager (CO)
NHAI, Head Office



V. VIDYASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
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50
दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHA/1/218/2007-Admn

Date: 02.02.2016

Policy Circular – Technical (196/2016)
[Decision taken on the file of CO Division]

Sub.: Standardization of uniform of toll collection staff; user fee receipts, user fee display boards at toll booths at both NHA and Concessionaires Toll Plazas.

NHA, HQ has been receiving frequent complaints about misbehaviour by toll plaza staff. In order not to give scope for any such instances, it has been decided to prescribe uniform for all toll plaza staff and also prescribe Do's & Dont's as under:

- (i) The colour of the uniform shall be navy blue.
 - (ii) The sample photographs of the uniform are enclosed at **Annexure-I** which shall contain the following
 - (a) Sports Cap (with logo of company of the Contractor/ Concessionaire).
 - (b) Full sleeves Shirt and Trouser
 - (c) Security belt (with logo of company of the Contractor/ Concessionaire).
 - (d) Safety Jackets (with Fluorescent Stripes in front and back)
 - (e) Safety shoes (Black in colour)
 - (f) Identity Card
 - (iii) A list of Do's and Dont's by toll staff is enclosed at **Annexure-II** which shall be strictly followed in letter and spirit by all toll staff.
 - (iv) In the interest of Concessionaires/ Contractors for smooth operations at their toll plazas, they shall develop on their own a training programme/ module (training period not less than 7 days) for their toll collection staff. Any person shall be put on duty only after undergoing such training programme. A register shall be maintained about names of persons on duty and dates of their training. A certificate by the trainer will invariably be issued to the persons who have undergone the training and such certificate shall be produced by the persons on duty at the time of surprise check/ instructions by NHA/ IE.
2. The users are often complaining that at the toll booths, the rates, concessions and exemptions are not available. Accordingly, it has been decided to standardize the display board at the toll booths as under (Ref. also Circular dated 06.01.2004 – Page-8, S. No.18 & 19 and Page-17 Appendix-2) :
- (i) A display board of size 1.10m x 1.10m shall be put above the toll window. The minimum information required to be given on a display board of size 1.1m x 1.1m, shall be as given at **Annexure-III**.
 - (ii) The background colour shall be green while text shall be in white.



V. VIDYASAGAR REDDY
Individual

Contd.. 2

(iii) The board shall be bilingual/trilingual as per requirements/ statutory provisions and space availability at toll booths.

(iv) The location of display board and the font size shall be legible and visible to the users at the time of making the payment of user fee at toll booths.

(v) The board shall be sufficiently illuminated for clear visibility even during the night.

(vi) The information shall be updated 24 hours before implementation of revised rates.

3. It has also been observed that different contractors/ concessionaires are giving different types of user fee(toll) receipts containing insufficient information to the road users leading to various complaints by the road users. Accordingly, the format of receipt is prescribed as under :

(i) The information on front and back side of the receipt shall be as given in **Annexure-IV**.

(ii) Besides the name of NHAI on the user fee receipts, the name of the Concessionaire and its Lead Promoter in case of Toll/ OMT Projects or name of toll collection contractor in case of NHAI Toll Plazas shall be given.

(iii) The size of the receipt shall be strictly 5" x 3" (8cm x 12 cm).

(iv) The receipt is to be printed bi-lingual/ tri-lingual, as appropriate in compliance of the statutory provisions of "Rajbhasha Adhiniyam" and "Rajbhasha Niyamawali."

(v) Each line of the receipt shall have the same Font Size.

4. Each PD shall send a compliance report by 15.02.2016 on above 3 issues for all toll plazas under his jurisdiction (both Concessionaires and NHAI) alongwith photographs of each toll plaza at e-mail id (saxenadeepak@nhai.org)

(S.P. Sharma)
GM(Coord)

To
All ROs/PIUs/CMUs

Copy to:

1. All Members/CGM/CVO
2. All GMs/DGMs
3. PS to Chairman
4. Librarian/ Hindi Officer
5. DGM(Elect)-for hosting on TIS.



V. VIDYASAGAR REDDY
Individual

Uniform during summers

Safety Jacket
(with Fluorescent
stripes in front and
back)



V. Vidyasagar Reddy
V. VIDYASAGAR REDDY
Individual

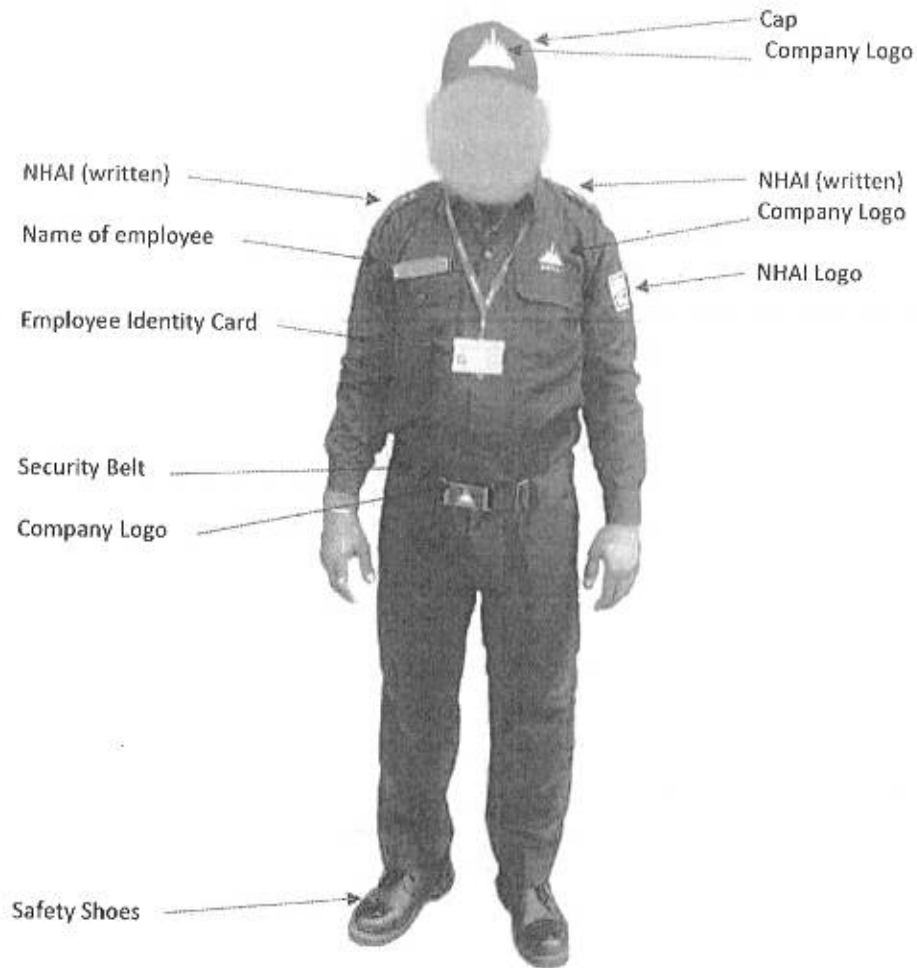
2/5

Uniform (from back side)




V. VIDYASAGAR REDDY
Inspector

Items in Uniform



Note: Fee Plaza staff shall wear fluorescent jacket as at previous photos. This photo is only to indicate the items in uniform.




V. VIDYASAGAR REDDY
Individual

Uniform during winters (with safety jacket)




V. VIDYASAGAR REDDY
Individual

Uniform during winters (plus safety jackets over)




V. VIDYASAGAR REDDY
Individual

Do's and Dont's at Toll Plaza by user fee collection staff

Annexure-II
(one page)

S. No	Do's	Dont's
1.	Toll collection staff put on duty only after undergoing training	No toll collection staff on duty without undergoing training
2.	All staff to always wear proper and clean uniform	No wearing of improper uniform
3.	All staff to always display their ID prominently	No duty without ID
4.	No staff to be on duty in drunken state	Staff on duty should not roam in Toll Plaza area in drunken state
5.	To behave courteously with the road users	No Misbehaviour
6.	Be alert and to extend help to the commuter in any emergency	Should not be unhelpful to commuter during emergency
7.	User fee rates be displayed correctly at approaches to toll plaza	Display boards should not be missing nor should incorrect boards be installed.
8.	User fee rates be also displayed at each toll booth	Do not permit display boards on user fee rates to be missing from toll booths
9.	Always collect correct applicable fee and return exact change	No Overcharging and/or offering packets of biscuit/namkeen/ toffee in lieu of change
10.	Issue proper receipt with full details to road user	No issuing of improper receipt
11.	Toll plaza area shall be neat and clean	No Littering at toll plaza
12.	Toll Plaza be kept always properly lit without any dark areas for the purpose of safety of commuters	Should not switch off lights in case of off peak hours of traffic
13.	All toll lanes be kept operational 24X7	Should not close down toll lanes during off peak hours of traffic
14.	No beggars/ vendors be allowed at toll plaza	Beggars/ Vendors should not be permitted to roam at toll plaza area
15.	Keep armed guard (ex-servicemen) at designated location during night to give sense of security at toll plaza, but not to threaten the road user	Armed guard should not be missing during night or indulging in unnecessary conversations with road users
16.	Complaint book with machine numbered pages to be available to the commuters (24x7)	Do not allow Complaint book to be missing.



[Signature]

V. VIDYASAGAR REDDY
Individual

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(one page)

5	40	5	10	5	10	5	10	5	10	5	5	5
National Highways Authority of India/ Name of Concessionaire & its Lead Promoter or name of User Fee Collection Contractor											5	
Toll plaza-Name (Chainage & NH)											20	
Toll fee for Stretch- From km...to km.....of NH.....												
User fee effective period-01.04.20..... to 31.03.20.....												
											5	
Category of vehicle			Single journey		Return Journey		Monthly pass		Local Commercial		10	
Car, Jeep, Van or LMV												
LCV, LGV or Mini Bus												
Bus or Truck (2 Axles)												
3-axle commercial vehicles												
HCM/ EME/ MAV (4-6 axles)												
Oversized Vehicles (> 7 axles)												
											5	
Note: Monthly pass @ Rs. 230/- for Local Non Commercial vehicle within 20 km radius.											5	
											5	

Display boards to be put on Toll Booths of NHAI/ Concessionaire


Scale: 1 unit=5 cm
All units in cm
Not to scale



V. VIDYASAGAR REDDY
Individual

Annexure-IV
(one page)

Front Side

 National Highways Authority of India Name of Concessionaire & Lead Promoter or User Fee Collection Contractor	
Toll Plaza Name *	(Knt.....on NH.....)
Section*	(Km.....on NH.....)
Contractor's Name*	(only in case of Public funded plaza)
Ticket No**	
Booth & Operator No.**	
Date & Time**	
Vehicle No.***	
Type of Vehicle***	
Type of Journey***	
Fee**	: Rs.....
<p>Only for overloaded vehicle: Standard Wt. of vehicle**: Actual wt. of vehicle***: Overloaded vehicle Fees: Rs.....</p>	
[BAR CODE]**	
WISH YOU SAFE & HAPPY JOURNEY!*	

Back Side

Helpline Number.....
Ambulance Contact Number.....
Crane Contact Number.....
Road Patrol Vehicle Contact Number.....
(i) The services of ambulance and crane are available free of cost)
(ii) For further information on toll plaza visit our site www.nhai.org & press "Toll Information System" or visit www.nhis.org
For complaints and suggestions, please contact:
(i) Toll Plaza Manager, Sh.....
Mob.....
Email.....
(ii) Independent Engineer Sh.....
Mob.....
Email.....
(iii) Project Director, PIU.....
Sh.....
Phone(Landline).....
Email.....

* Pre-printed

** Automatic generation by booth computer.

*** Entered by booth operator



V. Vidyasagar Reddy
V. VIDYASAGAR REDDY
 Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25092514

Date: 18.05.15

NHA/ 13013/ CO Division/ ETC/ 14-15/66/192

To

All Toll Collection Contractors/ Bidders of NHA

**Sub.: Implementation of Electronic Toll Collection (ETC) on Pan India basis
- Instructions to the Toll Collection Contractors/ Bidders of NHA for its Toll Plazas.**

Indian Highways Management Company Ltd. (IHMCL) on behalf of NHA engaged ETC equipment/ systems suppliers at its toll plazas (M/s. Tecsidel & M/s. Vaaan) & CCH Service Providers (ICICI Bank & Axis Bank). As per the revised target set by the Government, electronic tolling is to be implemented at all toll plazas by 31.05.2015. In this context, in supersession of the instructions vide Circular of even No. 57780 dated 21.10.2014 and as per Clause 13(i) of the Contract Agreement, the Authority advises all its Toll Collection Contractors/ Bidders as under:

(i) The toll collection contractors/ bidders as part of their Pre-qualification Application shall indicate their bank account in which the appropriate toll collection amounts through electronic toll lanes will be credited by CCH Service Providers. Subsequently, on allotment of each toll plaza and for each Contract Agreement, the toll collection contractor will intimate to CCH Service Provider through the Project Director concerned of NHA, a sub-account number to the above main account applicable to each toll plaza, along-with date of start and date of close, so that the transactions occurring at different toll plazas with the Contractor are easily identifiable/ verifiable and accounted for. In case of any shortfall in the amount credited by CCH Service Provider, the toll collection Contractor will take up the matter with CCH Service Provider with a copy to PD of NHA for depositing the balance amount, if any, as per reconciliation of the contractor. The provisions of the agreement between IHMCL/ NHA and CCH Service Provider will apply in case of such shortfall amount and the Deed of Adherence (DOA) signed by NHA is binding on the toll collection contractors (copies of these agreements with CCH Service Provider and DOA are available on website of NHA - Pre-qualification Application site).

RE

Contd...2/



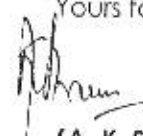

V. VIDYASAGAR REDDY
Individual

(ii) Installation and O & M of ETC equipment/ systems (AVCC, Lane Cameras, RFID Readers, etc) will be the responsibility of ETC equipment/ system supplier of IHMCL/ NHAI. However, the toll collection contractor is responsible for traffic management in ETC lane including Security of ETC equipment. The contractor cannot operate ETC equipment but can view/ download/ print '**free of cost**' the data from these equipment/ systems for which he may set up his own infrastructure/ connections, as required. The contractor is also free to install such other equipment as deemed appropriate by him to satisfy himself to capture the transactions through the electronic toll (ETC) lane correctly.

(iii) NHAI also signed an MOU with CCH Service Provider to set up the Point of Sale (POS) to issue RFID Tags (now named as FastTag) to user public at each toll plaza. This MOU is binding on the toll collection contractors. In the list of hardware mentioned in Annexure-III of MOU for setting up of POS Kiosk at the Toll Plaza, most of the items are included in the scope of ETC equipment/ system supplier of NHAI/ IHMCL and the remaining items will be arranged by PD. Thus, these items are not to be provided by the toll collection contractor. The toll collection contractor is responsible for operating & maintaining POS as per MOU.

(iv) Concerned PD of NHAI had already provided the master data (sample enclosed) at each toll plaza of NHAI. The toll collection contractor shall check the master data, propose amendments and submit signed master data to concerned PD.

Yours faithfully,


(A. K. Sharma)
GM (CO)

Copy to:

1. All ROs/ PDs of NHAI – for necessary action.
2. GM/ CEO, IHMCL – for needful




V. VIDYASAGAR REDDY
Individual



తెలంగాణ తెలంగాణ TELANGANA

S.No. 5632 Date: 13-05-2019
Sold to: V. VIDYA SAGAR REDDY
S/o. V. RAJA REDDY R/O. HYDERABAD
To Whom: -SELF-

Arfath Ali

H 253570

MIR ARFATH ALI

Licenced Stamp Vendor
Licence No: 16-04-26/2017
8-2-603/A/34/1, Zehra Nagar,
Road No.10, Banjara Hills,
Hyderabad-500034.
Cell No: 9393277086

POWER OF ATTORNEY FOR SIGNING OF AGREEMENT

Know all men by these presents, I, **V. VIDYA SAGAR REDDY** (Individual), having Registered Office at # 268/A, Road No. 12, MLA Colony, Banjara Hills, Hyderabad-500 034 Telangana State do hereby irrevocably constitute, nominate, appoint and authorize my son Mr. Velma Vishal Babu and presently residing # 268/A, Road No. 12, MLA Colony, Banjara Hills, Hyderabad-500 034 Telangana State who is presently authorized / employed with us as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in my name and on my behalf, all such acts, submission of our bid/e-quotation for the work of User Fee Collection at fee plazas of the "Authority" including but not limited to signing and submission of all applications, bids and other documents and writings, participate in conferences/meetings and providing information to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertaking consequent to our prequalification and acceptance of our bid(s), and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bids for the said Work(s) and / upon award thereof to us and/ or till the entering into of the contract with the Authority.



Contd...2

V. Vidya Sagar Reddy

V. VIDYASAGAR REDDY
Individual



తెలంగాణ తెలంగాణ TELANGANA

Arfath Ali

H 253571

S.No. 5632 Date: 13-05-2019

Sold to : V. VIDYA SAGAR REDDY

S/o. V. RAJA REDDY R/O. HYDERABAD.

To Whom : --SELF-

MIR ARFATH ALI

Licenced Stamp Vendor

Licence No: 16-04-26/2017

8-2-603/A/34/1, Zehra Nagar,

Road No. 10, Banjara Hills,

Hyderabad-500034.

Cell No: 9393277086

:: 2 ::

AND I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me.

Contd...3



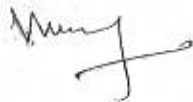
V. Vidya Sagar Reddy

V. VIDYASAGAR REDDY
Individual

::3::

IN WITNESS WHEREOF I, V. VIDYA SAGAR REDDY (Individual), HYDERABAD THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 13th DAY OF May 2019.

Executant




V. VIDYA SAGAR REDDY

Individual

D.No. 268/A. MLA Colony, Road No.12,
Banjara Hills, Hyderabad-500 034,
Telangana State

Attorney



VELMA VISHAL BABU

Individual

D.No. 268/A. MLA Colony, Road No.12,
Banjara Hills, Hyderabad-500 034,
Telangana State

Witnesses:

1) V. Vijaya Laxmi

2) V. Anitha Reddy



V. Vidya Sagar Reddy
13-05-2019
Signed before me



// ATTESTED //

Address of the Notary


J. Chiranjeevi Babu
B.Com., LL.B.


ADVOCATE & NOTARY
127/128/C, Sri Krishna Nagar
Near Sai Kiran Public School
Yousufguda Hyderabad-500045




13 MAY 2019

V. VIDYASAGAR REDDY
Individual


 భారత ప్రభుత్వం
GOVERNMENT OF INDIA



వెల్మా విశాల బాబు
Velma Vishal Babu
పుట్టిన సంవత్సరం / Year of Birth : 1981
పురుషుడు / Male

2247 1558 7288 

ఆధార్ - సామాన్యుని హక్కు

 భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O వెల్మా విద్యాసాగర్ రెడ్డి, హన్స్ కలన/ఆ, రోడ్ నెం. 12, ఎం.ఎల్.ఎ. కలనీ, బాన్సరా హిల్స్,
హైదరాబాద్, ఆంధ్ర ప్రదేశ్, 500034

Address : S/O Velma Vidyasagar Reddy, Hno 268/A, Road no 12, M L A colony,
Banjara Hills, Hyderabad, Andhra Pradesh, 500034

Aadhaar - Saamanyuni Hakku




V. VIDYASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

66

NHAI/13013/547/CO/19-20/CB/Kadthal

02.08.2019

To,
Branch Manager,
Canara Bank, NHAI Building,
G-5&6, Sector-10, Dwarka,
New Delhi-110075

Sub.: Engagement of user fee collection agency through regular basis (e-tender) for **Kadthal** at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)

Ref.: (i) NIT No. NHAI/13013/547/CO/19-20/CB/Kadthal dated 01.07.2019 with due date 15.07.2019 (upto 11:00 hrs.) and bid opening date 16.07.2019 (at 11:30 hrs.), APC of Rs. 7.85 Cr.

(ii) LOA dated 27.07.2019 issued to V. Vidyasagar Reddy

Sir,

Please find enclosed herewith copy of BG. The details of BG are as under:

Name of Bank	Name of Contractor	BG No & Date	Amount	Valid Up to
The Karur Vysya Bank Ltd.	V. Vidyasagar Reddy	RW01BGP192130001 dated 01.08.2019	Rs. 65,95,000/- (Rs. Sixty Five Lakh Ninety Five Thousand only)	01.10.2020

2. It is requested to confirm the authenticity of the above mentioned BG through SFMS. It may also be confirmed that the Bank Guarantee has been signed by authorized signatory of the bank.

Encl: as above

Yours faithfully,

(Awadhesh Kumar)
General Manager (CO)



V. VIDYASAGAR REDDY
Individual

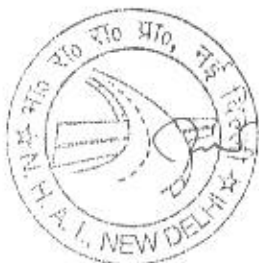
Transaction Number: 777681		Instance Type and Transmission
Message Text		
20	Sender's Reference	RW0IBGP192130001
21	Transaction Reference	RW0DISP192140002
79	Narrative	<p>OUR BG NO RW0IBGP192130001 DATED 01 08 2019 BG ISSUED ON BEHALF OF MR VIDYA SAGAR REDDY VELMA BG ISSUED FOR AN AMOUNT OF Rs 6595000 RUPEES SIXTY FIVE LAKHS NINETY FIVE THOUSAND ONLY BG ISSUED INF FAVOUR OF NHAI BG IS VALID FROM 01 AUG 2019 TO 01 OCT 2020 LOA NO. NHAI/13013/547/CO/19-20/CB/Kadthal/138539 UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE 01 10 2020 SHALL DISCHARGED FROM ALL LIABILITIES UNDER THIS GUARANTEE THEREAFTER</p>
Message Trailer		

Issuance of Bank Guarantee confirmed as per SFMS message.

कुले केनरा बैंक For Canara Bank



एन एच ए आई, सेक्टर-10, द्वारका, नई दिल्ली - 75
 NHAI, Sector-10, Dwarka, New Delhi-75



V. VIDYASAGAR REDDY
 Individual

03-Aug-19

C-24(2)
(to be issued in Branch's letter head)

LETTER TO BE SENT ALONG WITH THE BANK GUARANTEE

Date: 01.08.2019

To
National Highways Authority of India,
G-5 & 6, Sector -10, Dwarka,
New Delhi - 110075.

Dear Sirs,

Reg : Bank Guarantee No. RW0IBGP192130001 dated 01.08.2019 for Rs.
65,95,000/- issued in your favour by our Bank on behalf of Mr. Vidya Sagar Reddy
Velma
* * *

We refer to the above mentioned Bank Guarantee.

Please note that a confirmation of the said Bank Guarantee is available at our
Corporate Business unit, Hyderabad office at The Karur Vysya Bank Ltd., 5-8-356 to
362, First Floor, Chirag Ali Lane, Abids, Hyderabad, Telangana - 500001. (address
of the said office).

If you want to have confirmation about the authenticity of the said Bank Guarantee in
your own interest, you may please write to our above office.

Thanking you,

Yours faithfully


Deputy Manager





Manager

Copy to: The CBU, Hyderabad (Controlling Office):- we have issued a Bank Guarantee as per details
mentioned above, a copy of which is enclosed for your reference and records.



THE KARUR VYSYA BANK LIMITED
D.NO.8-2-686/B/10, Plot No.542, Road No.12,
Banjarahills, Hyderabad-500034 Telangana
☎ : 40-2339 8777, 040 2339 3777
E-mail: hydbanjarahills@kvbmail.com
Website: www.kvb.co.in
CIN : L65110TN1916PLC001295


V. VIDYASAGAR REDDY
Individual

తెలంగాణ తెలంగాణ TELANGANA

No. 4682 Dt. 29/09/2018
Purchased by Mani Kumar
To the D/o Durga Rao P/o. Hyd
or Whom Karur Vysya Bank Ltd, Hyd.

M 646974

Yaseen
SYED YASEEN
LICENSED STAMP VENDOR
LIC. NO: 16-03-15/2016,
H. No: 19-3-294/68/75, Vattapally, Hyd, T
Cell: 9849765752

BANK GUARANTEE FOR PERFORMANCE SECURITY

BG.No. : RW0IBGP192130001
DATE OF ISSUE : 01.08.2019
Bank Guarantee Amount : Rs. 65,95,000/-
VALID UPTO : 01.10.2020.

To

National Highways Authority of India
G-5 & 6, Sector -10, Dwarka,
New Delhi -110 075

In consideration of "National Highways Authority of India(NHAI)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to Mr. VIDYA SAGAR REDDY VELMA, having his office at 268 A, MLA Colony, Road No 12, Banjara hills, Hyderabad.Telangana-500034



For THE KARUR VYSYA BANK LTD.


Manager / Officer
BANJARA HILLS BR., HYD-34

V. VIDYASAGAR REDDY
Individual

For THE KARUR VYSYA BANK LTD.


Manager / Officer
BANJARA HILLS BR., HYD-34



తెలంగాణ తేలంగానా TELANGANA

Sl. No. 4684 Dt. 29/07/2018
 Purchased by Manikumar
 No. 1000 Durga Rao R/o. Hyd
 For Whom Karur Vysya Bank Ltd, Hyd.

M 646975

Yaseen
SYED YASEEN
 LICENSED STAMP VENDOR
 LIC. NO: 18-03-15/2016,
 H. No: 18-3-284/88/76, Vattepally, Hyd,
 Cell: 9349765752

(Hereinafter referred to as the "Contractor" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract by issue of Client's Letter of Acceptance No NHAI/13013/547/CO/19-20/CB/Kadthal/138539 dated 27.07.2019 and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. 65,95,000/- (Rupees Sixty Five Lakhs Ninety Five Thousand only) excluding Service Tax (Hereinafter called the "Contract") and the Contractor having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs. 65,95,000/- (Rupees Sixty Five Lakhs Ninety Five Thousand only)



For THE KARUR VYSYA BANK LTD.

Caith
 Manager / Officer
 BANJARA HILLS BR., HYD-34

For THE KARUR VYSYA BANK LTD.

Manager / Officer
 BANJARA HILLS BR., HYD-34
V. Vidyasagar Reddy

V. VIDYASAGAR REDDY
 Individual

We The KARUR VYSYA BANK LIMITED having registered office at ERODE, KARUR and branch at DOOR NO 8-2-686/B/10, PLOT NO 542, BANJARA HILLS, HYDERABAD (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs. 65,95,000/- (Rupees Sixty Five Lakhs Ninety Five Thousand only) as aforesaid at any time up to 01.10.2020 without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority, We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the Contract by the Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the Client may have in relation to the contractor's liabilities.


Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

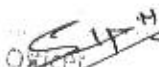


For THE KARUR VYSYA BANK LTD.


Manager / Officer
BANJARA HILLS BR., HYD.


V. VIDYASAGAR REDDY
Individual

For THE KARUR VYSYA BANK LTD.


Manager / Officer
BANJARA HILLS BR., HYD.

Notwithstanding anything contained herein.

- a) Our liability under this Bank Guarantee is limited to Rs. 65,95,000/- (Rupees Sixty Five Lakhs Ninety Five Thousand only) and it shall remain in force up to and including 01.10.2020.
- b) This Bank Guarantee shall be valid up to 01.10.2020.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon as a written claim or demand on or before 01.10.2020 (date of expiry of Guarantee).
- d) "The guarantee shall also be operatable at our Corporate Business Unit, Chirag Ali Lane, Abids, Hyderabad, Telangana, from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation"

For THE KARUR VYSYA BANK LTD.


Manager / Officer
BANJARA HILLS BR., HYD-34

(Signature of the Authorised official)

(Name & Designation with Bank stamp)

For THE KARUR VYSYA BANK LTD.


Manager / Officer
BANJARA HILLS BR., HYD-34

(Signature of the Authorised official)

(Name & Designation with Bank stamp)





V. VIDYASAGAR REDDY
Individual

KARUR VYSYA BANK, HYDERABAD - BANJARA HILLS D.NO. 8-2-686/B/10, PLOT NO. 542,
ROAD NO. 12 HYDERABAD 500034

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Date 2019/08/01 18:53:42

IFSC: KVBL0004807

Message Report

OUTGOING MESSAGE

Message Type : IFN760
 Receiver Address : CNRB0008598
 : CANARA BANK, , ,
 Messages User Reference (MUR) : RW0DISP192130002
 20 Transaction Reference number : RW0IBGP192130001
 23 Further identification : ISSUE
 27 Sequence of total : 1/1
 30 Date : 20190801
 40C Applicable Rules : OTHR/OTHR

77C Details of Guarantee

:+THIS IS A FULL OPERATIVE CABLE. NO
 MAIL CONFIRMATION WILL
 FOLLOW.
 +DOCUMENTS HAVE BEEN ACCEPTED BY
 THE DRAWEE AND ABOVE DOCUMENTS
 HAVE BEEN DELIVERED AGAINST
 ACCEPTANCY AS PER YOUR
 INSTRUCTIONS,
 THIS IS WITH OUT ANY COMMITMENT OR
 ENGAGEMENT ON OUR PART BANK
 GUARANTEE VALID UP TO 01 ST OCTOBER
 2020
 +BANK GUARANTEE ISSUED IN FAVOUR OF
 MR VIDYA SAGAR REDDY



[Signature]
Karur Vysya Bank
 V. VIDYASAGAR REDDY
 Individual

NATIONAL HIGHWAYS AUTHORITY OF INDIA
NHAI HEAD QUARTER
PLOT G 5 AND 6, SECTOR 10
DWARKA
NEW DELHI

Account Statement as of 02-08-2019 14:26:30 GMT +0530

Customer Name	NATIONAL HIGHWAYS AUTHORITY OF INDIA
Branch	DELHI NHAI DWARKA
Searched by : Specify Period	01-08-2019 to 02-08-2019
Account Number	8598201005819
Customer Id	28192608
Account Currency	INR
Balance B/F	37,10,000.00
Closing Balance	2,08,87,838.00

Txn Date	Value Date	Cheque No.	Description	Branch Code	Debit	Credit	Balance
01-Aug-2019 11:22:41	01-Aug-2019		Cash Deposit by SPV AND SAROD	8598		5,400.00	37,15,400.00
01-Aug-2019 11:26:53	01-Aug-2019		Cash Deposit BY ANIVESH	8598		11,400.00	37,26,800.00
01-Aug-2019 11:31:00	01-Aug-2019		RTGSIW:VINOD KUMAR MALIK-PUNBR52019080118525623	1879		36,34,000.00	37,60,800.00
01-Aug-2019 11:31:27	01-Aug-2019		Cash Deposit BY AMIT SHARMA	8598		4,200.00	73,65,000.00
01-Aug-2019 11:48:23	01-Aug-2019	192843	NEFT OW: -4 Multiple NEFTs-B19080111804215	8598	20,000.00		73,45,000.00
01-Aug-2019 12:09:40	01-Aug-2019		RTGSIW:RTGS POOLING A C-ICICR52019080100247477	1879		50,00,000.00	1,23,45,000.00
01-Aug-2019 12:39:20	01-Aug-2019		RTGSIW:RIDDHI SIDDHI ASOCIATES-BKIDR52019080100721854	1879		54,60,000.00	1,78,05,000.00
01-Aug-2019 12:40:30	01-Aug-2019		RTGSIW:NHAI HADAWA FEE PLAZA PERFORMAN-ICICR42019080100256858	1879		6,75,000.00	1,84,80,000.00
01-Aug-2019 13:07:21	01-Aug-2019	192862	NEFT OW: -7 Multiple NEFTs-B19080112011178	8598	20,33,000.00		1,64,47,000.00
01-Aug-2019 14:57:15	01-Aug-2019		NEFT-SHIPRA SRIVASTAVA-SBINZ19213001680	8598		5,000.00	1,64,52,000.00
01-Aug-2019 15:16:58	01-Aug-2019		NEFT-RETURN-P19080112013337-AIRCON TECHNIQUE PRIVATE LTD-Account Does Not Exist	8598		5,000.00	1,64,57,000.00
01-Aug-2019 15:21:17	01-Aug-2019		NEFT-RETURN-P19080112015828-KAHANI JAIN-Account Does Not Exist	8598		5,000.00	1,64,62,000.00
01-Aug-2019 15:44:38	01-Aug-2019		PERFORMANCE SECURITY BY NOOR MOHAMMAD	1088		75,84,000.00	2,40,46,000.00
01-Aug-2019 16:07:51	01-Aug-2019	192880	RTGSOW:INTERCONTINENTAL CONSULTANTS AND TE-CNRBR52019080100592845	8598	1,37,32,934.00		1,03,13,066.00
01-Aug-2019 16:09:04	01-Aug-2019		Sweep In Credit - 8598206000001	8598		2,91,16,392.00	3,94,29,458.00
01-Aug-2019 16:09:04	01-Aug-2019	192875	RTGSOW:STUP CONSULTANTS PVT LTD-CNRBR52019080100592730	8598	3,94,24,458.00		5,000.00
01-Aug-2019 16:35:30	01-Aug-2019		RTGSIW:SAHAKAR GLOBAL LIMITED-ICICR52019080100327183	1879		4,13,40,000.00	4,13,45,000.00
01-Aug-2019 17:00:11	01-Aug-2019		RTGSIW:SBI CAG NEW DELHI-SBINR52019080100124111	1879		76,00,000.00	4,89,45,000.00
01-Aug-2019 17:01:20	01-Aug-2019		RTGSIW:SBI CAG NEW DELHI-SBINR52019080100124342	1879		60,00,000.00	5,49,45,000.00
01-Aug-2019 22:54:59	01-Aug-2019		SWEEP OUT Cr A/c 1026201000523	1110		10.00	5,49,45,010.00
01-Aug-2019 22:59:53	01-Aug-2019		SWEEPOUT 8598206000001	8598	4,49,45,010.00		1,00,00,000.00
02-Aug-2019 10:53:20	02-Aug-2019		RTGSIW:VIDYA SAGAR REDDY V-KVBLR52019080255088851	1879		65,95,000.00	1,65,95,000.00
02-Aug-2019 10:53:58	02-Aug-2019	000000192883	Funds Transfer to MANOJ KUMAR	8598	1,61,694.00		1,64,33,306.00





75
V. VIDYASAGAR REDDY

NHAI – USER FEE COLLECTION CONTRACTOR

268/A, MLA COLONY, BANJARAHILLS, HYDERABAD – 500034

Email: sagarvijaya@yahoo.com | Phone# 9000052266, 8886212266

To

KADTHAL EMD

02-08-2019

The Project Director

PIU, Hyderabad

Hyderabad, Telangana

Dear Sir,

SUB: Engagement of user collection fee agency through e-quotation (e-tender) for Kadthal at km 45.710 from Hyderabad-Dindi section from Km 23.0–Km 78.0 of NH-765, Telangana (Under PIU-Hyderabad)

Re: LOA NHAI/13013/547/CO/19-20/CB/KADTHAL/138539 dated 27.07.2019

Dear Sir,

With reference to the above, the agency has deposited an amount of Rs. 65,95,000 (Sixty-Five lakhs, Ninety-Five thousand rupees only) through bank transfer via RTGS Ref# **UTR NO :KVBLR52019080255088851** towards performance security in compliance with the LOA. Attached is a copy of Bank Guarantee which is also transmitted by SFMS. Also attached is the LOA Acceptance as well.

Agreement will be executed today afternoon and we will take over the toll plaza tomorrow at 8:00 AM on 3rd August 2019. Please do the needful and oblige.

Thanking You,

Yours truly,

V. Vidyasagar Reddy

User Fee Collection Contractor



V. VIDYASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एव 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector 10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507/25093514

Letter of Award (LOA)

By e-mail / Post

Date: 27/07/2019

NIT No. NHAI/13013/547/CO/19-20/CB/Kadthal /138539

To,

V. Vidya Sagar Reddy

e-mail:

Sub.: Engagement of user fee collection agency through regular basis (e-tender) for Kadthal at km 45.710 from Hyderabad to Dindi section from km 23.000 to km 78.000 of NH-765 in the state of Telangana (Under PIU-Hyderabad).

Ref.: (i) RFP No. NIT No. NHAI/13013/547/CO/19-20/CB/Kadthal Fee Plaza dated 01/07/2019 on e-portal with bid due date 15/07/2019 (upto 11:00 hrs) and bid opening date/time on 16/07/2019 at 11:30 hrs. with APC of Rs. 7.85 Crore.

(ii) Your Financial Bid dated 15/07/2019 submitted on e-portal of NHAI.

Sir

Your Bid quoting remittance of Rs. 79128999/- (Rupees Seven Crore Ninety One Lakh Twenty Eight Thousand Nine hundred And Ninety Nine Only) for one (01) year for engaging you as the contractor for collection of user fee at above mentioned fee plaza, has been accepted by the competent authority of the NHAI on the terms and conditions of Contract forming part of the Bidding Documents.

2. As per Clause 2.10.1 of RFP, within 7 (Seven) days from the date of issue of this LOA, you are required to submit a Performance Security consisting of (a) a crossed account payee demand draft/ pay order, amounting to Rs. 6,595,000/- (Rupees Sixty Five Lakh Ninety Five Thousand Only) and (b) a bank guarantee valid for a period of 14 (Fourteen) months from the Date of LOA, in the prescribed format for Rs. 6,595,000/- (Rupees Sixty Five Lakh Ninety Five Thousand Only).



[Handwritten signature]

[Handwritten signature]

V. VIDYASAGAR REDDY
Individual

3. The Bid Security of Rs. 10.00 Lakh shall be forfeited by the Authority in case you fail to furnish the required Performance Security within the specified period, out of common bid security (BG) available with the Authority. As per Clause 3.6 of RFP, you shall also be required to sign the contract within **Three (03) days** from the date of submission of the Performance Security, take over the toll plaza and start the user fee collection within **Two (02) days** of signing the contract agreement and on failure to do so, the entire Performance Security including the bank guarantee is liable to be forfeited and invoked.

4. In the event of your failure to submit the Performance Security, the Letter of Acceptance for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies available to the Authority and the Authority shall be entitled to appoint another Contractor at your risk and costs and consequences.

5. Please convey your unconditional acceptance by signing of this letter as per Clause 3.3.5 of RFP and submit the required Performance Security within the specified period so that the Contract could be signed within the specified period.

Yours faithfully
For National Highways Authority of India


(Awadhesh Kumar)
General Manager (CO)

Accepted unconditionally including the draft of the contract.

(Signature)** Name:-


V. VIDYASAGAR REDDY
NHAI TOLL Contractor

Name of the regd. partnership firm/ company/ limited company/ co-operative society/ proprietary firm/ individual (whichever is applicable).

Designation:

Place:-

Dated:-

**Please affix common seal.

Copy for information and necessary action to:

- 1) RO Hyderabad
- 2) PD, PIU-Hyderabad




V. VIDYASAGAR REDDY
Individual

APPENDIX-I: Format of Financial Bid (Ref.Clause 2.1.3)			
From :	V Vidyasagar Reddy, Plot No 268/ A, ROAD NO 12, Banjara Hills, Hyderabad-500034		Date: 15.07.19
Name of Project :	Collection of user fee through fee collecting agency on the basis of competitive bidding on e-tender basis for Kadthal at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)		
Reference :	NHAI/13013/547/CO/19-20/CB/Kadthal dated 01.07.2019		
Regular Bid			
Dear Sir/Madam,			
I/We, the undersigned having examined the bidding documents and understood its contents, offer to pay the Authority, the following sums as and by way of our offer as your Contractor for collection of User Fee on the said Section of National Highway or the said bridge, as the case may be, during the said period. This offer/ financial bid is unconditional and unqualified.			
S.No.	Period	Amount payable annually by the Bidder to the Authority * (Rs.)	
		In Figure	In Words
1	One Year	7,91,28,999	SEVEN CRORES NINETY ONE LAKHS TWENTY EIGHT THOUSAND NINE HUNDRED AND NINETY NINE ONLY
<p>* The payable amount will change with the change in the rates as per Clause-5 of the Contract Agreement.</p> <p>For calculating the weekly amount, the amount quoted for one year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.</p> <p>The week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7, then the bidder will deposit the amount proportionately.</p> <p>For calculating the monthly amount, the amount quoted for one year shall be divided by 12.</p> <p>The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable, shall be borne by the bidder over and above the quoted amount.</p> <p>In case of any difference in figures and words, the amount mentioned in words will prevail.</p> <p>Yours sincerely,</p>			
Name	V Vidyasagar Reddy		
Designation/ Title of the Authorized Signatory	Individual		

Note: The person/ authorized signatory signing the above financial bid in electronic form on behalf of the bidder shall be same as the one appearing in the list of prequalified bidders hosted on website of NHAI.



V. VIDYASAGAR REDDY
 Individual

Search...

ashkumar@nhai.org
16-Jul-2019 11:56:45
Home Logout

Government eProcurement System

https://etenders.gov.in/eprocure/app?component=%24DirectLink_5&pa...
https://etenders.gov.in/eprocure/app?component=%24DirectLink_5&pa...

Document Digital Signature

Signed By : Velma Vidyasagar Reddy
Signed Date : 15-Jul-2019 10:05 AM

X Close

Govt of India
Ministry of Road Transport and Highways
National Highway Authority of India
eProcurement System

Master Management

Org Hierarchy Management
View Internal Documents

User Management
My Organisation
My Accounts

Tender Management
Create Tender / Tender List
Publish Tender
Published Tenders
Seek Clarifications
Pre-bid Meeting
Downloaded Tenders
Bids Submitted Tenders
Tender Status
Archived Tenders
Archived Clarification
Stage 1 Create Tender / Tender List
Stage 2 Publish Tender
NDA Documents

Number : NHAI/13013/547/CO /19-20/CB/Kadthal
ID : 2019_NHAI_28235_1
Kadthal at km 45.710 from Hyderabad - Dindi section from Km
title : 23.000 - Km 78.000 of NH-765 in the State of Telangana
(Under PIU Hyderabad)

Packet : Fee/PreQual/Technical/Finance
Bid Id : 96616
Bidder Name : V Vidyasagar Reddy

View Document
Description : FINANCIAL BID
View Document : KADTHAL.xls

Back



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी 5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

CORRIGENDUM

Sub.: RFP No. NHAI/13013/547/CO/19-20/CB/Kadthal dated 01.07.2019 with due date 15.07.2019 (upto 11:00 hrs.) and bid opening date 16.07.2019 (at 11:30 hrs.) (e-Tendering)

Bids have been invited from eligible bidders for procurement of fee collection agencies through Competitive Bidding for Kadthal fee plaza for a period of 1 year vide above Notice Inviting Tender.

Pursuant to Clause 2.5.2 of above mentioned RFP, the Authority hereby makes following modification in the RFP of Kadthal toll plaza is as under:

1. In Existing Para 1.1.1 of above RFP and NIT dt. 01.07.2019, the Annual Potential Collection may be Read as Rs. 7.85 Cr. (Rs. Seven Crore Eighty Five Lakh Only) instead of earlier mentioned Rs. 9.62 Cr. (Rs. Nine Crore Sixty Two Lakh only)

2. Existing Para 1.1.3 of above RFP shall be Read as

1.1.3 Annual Potential Collection (the "APC") has been indicated in Clause 1.1.1 above. The assessment of actual quantum of user fee collection, however, will have to be made by the Bidders.

Category of vehicle	Proportion in %
1. Car, Jeep, Van or Light Motor Vehicle	66
2. Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	05
3. Bus or Truck (Two Axles)	19
4. Three Axle Commercial Vehicles	07
5. Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Four to six axles)	03
6. Oversized Vehicles (seven or more axles)	00
Total	100

(Awadhesh Kumar)
General Manager (CO)
NHAI, Head Office
10.07.2019



V. VIDYASAGAR REDDY
Individual

National Highways Authority of India

**Ministry of Road Transport & Highways
Government of India**

INVITATION OF RFP/ FINANCIAL BIDS FOR FEE COLLECTION**RFP No.: NHAI/13013/547/CO/19-20/CB/Kadthal****Date: 01.07.2019**

The RFP/ Financial Bid for the following Fee Plaza is invited from the prequalified bidders:

Sl. No.	Fee Plaza (Name & Km)/ Section/ NH	APC (Rs. in Cr.)	Bid Due Date	Bid Opening Date
1.	Kadthal at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)	9.62	15.07.2019 at 11:00 Hrs.	16.07.2019 at 11:30 Hrs.

The bidders who submitted the applications in reply to RFQ dated 01.10.2018 and included in the list of prequalified bidders hosted on NHAI website 7 days prior to bid due date only are eligible to submit the financial bids for above Toll Plaza, subject to meeting the net-worth of 20% of APC further increased for toll plazas in-hand/ awarded @ 10% for each Toll Plaza.

The interested bidders, who have not submitted the prequalification applications so far, are advised to apply immediately, so as to be eligible to bid for above Fee Plaza.

The Financial Bids for above Fee Plaza shall be received on-line only. No physical submission of document is involved at the time of submission of Financial Bids. The RFP of above Fee Plaza may be seen on NHAI website www.nhai.gov.in and <http://etenders.gov.in>.

For any query, please contact, Sh. Awadhesh Kumar, GM (CO), Email: awadheshkumar@nhai.org




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Individual

APPENDIX-I: Format of Financial Bid (Ref.Clause 2.1.3)			
From :			Date:
Name of Project :	Collection of user fee through fee collecting agency on the basis of competitive bidding on e-tender basis for Kadthal at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)		
Reference :	NHAI/13013/547/CO/19-20/CB/Kadthal dated 01.07.2019		
Regular Bid			
Dear Sir/Madam,			
I/We, the undersigned having examined the bidding documents and understood its contents, offer to pay the Authority, the following sums as and by way of our offer as your Contractor for collection of User Fee on the said Section of National Highway or the said bridge, as the case may be, during the said period. This offer/ financial bid is unconditional and unqualified.			
S.No.	Period	Amount payable annually by the Bidder to the Authority * (Rs.)	
		In Figure	In Words
1	One Year		
<p>* The payable amount will change with the change in the rates as per Clause-5 of the Contract Agreement.</p> <p>For calculating the weekly amount, the amount quoted for one year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.</p> <p>The week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7, then the bidder will deposit the amount proportionately</p> <p>For calculating the monthly amount, the amount quoted for one year shall be divided by 12</p> <p>The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable, shall be borne by the bidder over and above the quoted amount.</p> <p>In case of any difference in figures and words, the amount mentioned in words will prevail.</p> <p>Yours sincerely,</p>			
Name			
Designation/ Title of the Authorized Signatory			

Note: The person/ authorized signatory signing the above financial bid in electronic form on behalf of the bidder shall be same as the one appearing in the list of prequalified bidders hosted on website of NHAI.




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NATIONAL HIGHWAYS AUTHORITY OF INDIA
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)
GOVT. OF INDIA

**NAME OF PROJECT: COLLECTION OF USER FEE THROUGH
FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE
BIDDING ON E-TENDER BASIS AT KADTHAL AT KM 45.710
FROM HYDERABAD – DINDI SECTION FROM KM 23.000 – KM
78.000 OF NH-765 IN THE STATE OF TELANGANA (UNDER PIU
HYDERABAD)**

REQUEST FOR PROPOSAL (RFP)

[BID/ FINANCIAL BID & DRAFT CONTRACT AGREEMENT]



V. VIDYASAGAR REDDY
Individual

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Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.




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1. INTRODUCTION

1.1 Background

1.1.1 The National Highways Authority of India (the “Authority”) is engaged in development, maintenance and management of National Highways and as part of this endeavor, the Authority has decided to collect the User Fee through an agency (the “Contractor”) in respect of **Kadthal at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)** and has decided to invite the Financial Bids from the pre-qualified bidders on e-tender basis for selection of the agency to whom the work of User Fee Collection (the “Project”) may be awarded. Brief particulars of the Project are as follows:

S. No	Description of the Project	Annual Potential Collection	Period of Collection
(1)	(2)	(3)	(5)
	User Fee Collection at Kadthal at km 45.710 from Hyderabad – Dindi section from Km 23.000 – Km 78.000 of NH-765 in the State of Telangana (Under PIU Hyderabad)	Rs. 9.62 Crore (Rs. Nine Crore Sixty Two Lakh only)	Contract shall be for a period of 1 (One) year or until the fee plaza is handed over to other user fee collection agency (OMT Concessionaire / BOT Concessionaire / TOT, etc.) as per directions issued by NHAI, whichever is earlier.

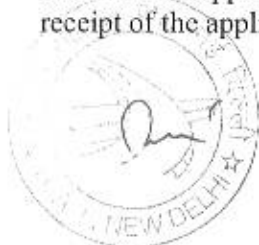
1.1.2 Collection of User Fee shall be at the location mentioned above only. The Bidders are advised to note this condition before bidding.

1.1.3 Annual Potential Collection (the “APC”) has been indicated in Clause 1.1.1 above. The assessment of actual quantum of user fee collection, however, will have to be made by the Bidders.

Category of vehicle	Proportion in %
1. Car, Jeep, Van or Light Motor Vehicle	58
2. Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	07
3. Bus or Truck (Two Axles)	25
4. Three Axle Commercial Vehicles	04
5. Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Four to six axles)	06
6. Oversized Vehicles (seven or more axles)	00
Total	100

1.1.4 Conditions for submitting the Financial Bid:

(a) The bidders who are in the list of the prequalified bidders hosted on the website of NHAI, as per RFQ dated **01.10.2018** of NHAI, 7 days prior to the bid due date only are eligible for submitting this financial bid in electronic form, subject to fulfillment of other conditions. **The bids received from the bidders not appearing in the list of the prequalified bidders hosted on website of NHAI, 7 days prior to the bid due date, shall be summarily rejected.** As the pre-qualification process is open throughout (no last date), the bidder(s) may get themselves pre-qualified and added in the list by submitting their applications. The Authority will endeavor to examine the applications, announce the result and update the list within 14 days from the date of receipt of the application.




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(b) The person/ authorized signatory signing the Financial Bid in electronic form on behalf of the bidder shall be same as the one appearing in the list mentioned at Clause (a) above. In case a different person submits the bid, the bid shall be considered as non-responsive.

(c) The financial bid shall be submitted only on e-portal (e-bid) and no document is required to be submitted in physical form. To participate in the e-bid submission, it is mandatory for the bidders to have user identification number & password (collectively referred to as the “**ID and Password**”) which has to be obtained in the bidder’s own name by registering/enrolling themselves on the NIC e-procurement portal (<http://etenders.gov.in>). The registration on the NIC e-procurement portal is free of cost and there is no tender processing fee. The bidders, who have already obtained such valid user ID and Password for any other project, need not obtain fresh user ID and Password for the purpose of participation in the bidding under this RFP.

1.1.5 Address of E-tender Service Provider of NHAI:

National Informatics Centre (NIC)- E-Mail: support-eproc@nic.in Phone no.: +91-120-4200462, Ph No: +91-120-4001002)

1.1.6 The financial bid and the draft contract are available for view and downloading from the e-tender portal of NHAI (<http://etenders.gov.in>) by the Bidders without any cost. However, the cost of Financial Bid/ RFP @ Rs.10,000/- per Financial Bid submitted by the bidder, during the validity period of the prequalification (30.09.2018), shall be debited by the Authority to the non-refundable fee deposited by the bidders with the Authority at the time of submission of their application for prequalification, in accordance with the procedure defined in the RFQ.

1.1.7 The financial bid can be downloaded from e-tender portal of NHAI <http://etenders.gov.in> from **01.07.2019 to 15.07.2019 (11:00 Hrs.)**, i.e., bid due date. The amendments/ clarifications to the financial bid/ RFP, if any, will be hosted on the NHAI website/e-portal only.

1.1.8 The bidders are advised to upload their bids well in time, to avoid last minute rush on the server or complications in uploading. In case of any problem in submission of the bid, the Bidder may have the assistance of help desk (**E-Mail: support-eproc@nic.in; Phone no.: +91-120-4200462, Ph No: +91-120-4001002**) or use the help manual available on the above website/e-portal. However, NHAI shall not be responsible for any type of problem(s) encountered by any bidder including non-submission of the bid or failure to submit/ upload the bid and the bidding process shall not be altered, in any case, on this account. NHAI shall not entertain any complaint in this regard.

1.1.9 Online submission of the financial bid after the Bid Due Date and time shall not be permitted. The time being displayed on e-portal of NHAI (“Standard Time”) shall be final and binding on the bidder. Financial Bids are required to be submitted by the bidders, only as per the Standard Time and not the time as per their location/country.

1.2 Brief Description of Bidding Process:

1.2.1 The bidding process is as given at Clause 1.2 of RFQ dated **01.10.2018** of NHAI.

1.2.2 The financial bid is invited for fee collection on the basis of highest quote offered by the bidder for Annual Remittance. The Annual Remittance quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.4, the work will be awarded to the Bidder quoting the highest Annual Remittance. In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Annual Remittance.



[Signature]
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1.2.3 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining bidders or annul the Bidding Process.

1.3 Schedule of Bidding Process: The following is the schedule:

	Event Description	Date
1.	Bid due date	15.07.2019 at 11:00 Hrs.
2.	Opening of bids	16.07.2019 at 11:30 Hrs.
3.	Letter of Award (LOA)	Within 30 days of bid due date
4.	Submission of Performance Security by the successful bidder	Within 7 days from date of LOA
5.	Signing of Contract Agreement	Within 3 days from date of submission of Performance Security.
6.	Taking over of fee plaza and start of user fee collection by the Contractor	Within 2 days of signing of Contract Agreement

1.4 Address for Communication:

General Manager (CO)
National Highways Authority of India
G-5 & 6, Sector-10, Dwarka, New Delhi, 110075
Tel No. 25074100/200 Extn 1208
Fax No. 25074100/200 Extn 2619
E mail : awadheshkumar@nhai.org
Website: <http://www.nhai.org>

2. INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding.

2.1.1 No Bidder shall submit more than one Bid for the project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be. In case of violation of this clause, the bid shall be declared non-responsive.

2.1.2 All provisions in RFQ dated 01.10.2018 of NHAI shall apply *mutatis mutandis* to this RFP. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect, provided however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

2.1.3 The Bids shall be submitted online in the format prescribed at **Appendix-1**, clearly indicating the bid amount, in both figures and words, in Indian Rupees duly signed in electronic form by the bidder's authorized signatory [Ref. Clause 1.1.4(b)]. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.




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2.1.4 The Bid shall consist of Annual Remittance to be quoted by the Bidder payable to the Authority on weekly basis as per terms and conditions of this RFP and provisions of the Contract Agreement.

2.1.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid non-responsive.

2.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.7 The documents including RFQ dated 01.10.2018 of NHAI and this RFP and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance with this RFP. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.8 This RFP is not transferable.

2.1.9 Any award of work/ contract pursuant to this RFP shall be subject to terms of Bidding Documents (RFQ, RFP & Draft Contract Agreement).

2.2 Eligibility of Bidders: The net worth of the bidder determined as per Clause-2.1.2 of RFQ dated 01.10.2018 of NHAI shall be more than the net worth of 20% of APC given at Clause-1.1.1 above at the close of the preceding Financial Year and the bidder shall have positive net cash accruals during any two Financial Years out of the last three Financial Years. The financial bids submitted by ineligible bidders shall be declared non-responsive.

2.3 Site Visit and Verification of Information:

2.3.1 Bidders are encouraged to submit their respective bids after visiting the section/ fee plaza/ booth and ascertaining for themselves the site conditions, traffic, locations, surroundings, climate, condition/ facilities/ infrastructure available at the fee plaza/ booth including availability of power, applicable laws and regulations and any other matter considered relevant by them.

2.3.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 above necessary and required for submitting an informed Bid, carrying out of the user fee collection and performance of all its obligations in accordance with the Bidding Documents;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, for




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performance of its obligation, loss of profits etc from the Authority, or a ground for termination of the Contract Agreement by the Contractor; and

(D) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or things arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding process, including an error or mistake therein or in any information or data given by the Authority.

2.4 Rejection of Bids:

2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any or all Bids and to annul the Bidding Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.4.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability or assigning any reason and to reject any or all bids.

2.5 Clarifications and Amendments:

2.5.1 Atleast 14 days before the bid due date, the Bidders may seek clarifications and make suggestions for consideration of the Authority (late clarifications/ suggestions shall not be entertained by the Authority). Any queries or suggestions concerning the RFP shall be submitted in writing by fax or e-mail to the officer designated in Clause 1.4 above. The communication shall clearly bear the following identification/title:

“RFP for Kadthal Fee Plaza (Bid Due Date 15.07.2019) - Queries/Suggestions”

The Authority shall endeavour to host on the website/ e-portal of NHAI, the clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.5.2 At any time prior to the Bid Due Date, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an Addendum (Addenda) and the same shall be hosted on e-portal.

2.5.3 Any Addendum issued hereunder shall be binding on the bidders.

2.5.4 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.6 Bid Due Date:

2.6.1 Bids shall be submitted before 1100 hours (Standard Time) on the Bid Due Date at the address provided in Clause 1.4, in the manner and in the form as detailed in this RFP.

2.6.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.5.

2.7 **Bid Validity:** Bid shall remain valid for a period of 120 (One hundred and twenty) days from and including the last date of submission of the Bid or for such extended period as is mutually agreed upon.




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2.8 **Late Bids:** Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.9 **Bid Security:** The Bid Security shall be an amount equivalent to 1% of APC given in Clause 1.1.1 above or Rs.10,00,000/- whichever is higher and the provisions of Clause 2.4 of RFQ dated 01.10.2018 of the Authority shall be applicable *mutatis mutandis* to this RFP/ Bid.

2.10 Performance Security

2.10.1 Within 7 (Seven) days from the date of issue of the LOA, the successful Bidder shall furnish to the Authority the Performance Security consisting of

(a) a crossed account payee demand draft/pay order, amounting to Rs. _____/- (an amount equal to one (1) month's agreed remittance) issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at New Delhi; and Besides crossed A/c. Payee DD/ Pay Order, RTGS transfer of amount into NHAI Account [Canara Bank Current A/c. No.8598201005819; IFSC Code: CNRB0008598] will also be accepted towards 50% Performance Security, prescribed in this Clause, subject to confirmation by the remitting banker about transfer of RTGS amount; and

(b) a Bank Guarantee as per the format prescribed by the Authority from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for Rs. _____/- (an amount equal to one (1) month's agreed remittance), valid for a period of 14 (Fourteen) months from the Date of LOA for due observance of the terms and conditions contained herein and the performance of its obligations as per the Contract to be entered into for 1 (one) year. The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the Bank Guarantee.

2.10.2 The Performance Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and as damages payable to the Authority for inter-alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder, or otherwise, under the following circumstances :

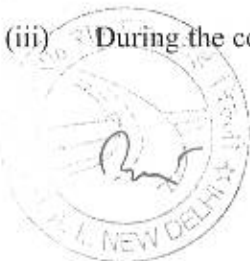
- (a) if the successful Bidder fails to sign the Contract;
- (b) in case the Selected Bidder having signed the Contract Agreement commits any breach thereof.

2.11 Assessment of User Fee Revenue and Restriction on Place of Collection of User Fee:

(i) The Bidder is advised to visit the User Fee Collection section, plaza(s) and/or booth(s), make an assessment of the User Fee Revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract for collection of User Fee. The Authority does not guarantee extent of User Fee Revenue during the contract period.

(ii) The Bidder recognizes the fact that there are number of lateral entries to the section of the National Highway for which User Fee is to be collected. The Successful Bidder shall not be entitled to (a) close and/or (b) demand closure by any authority whatsoever, of any such entry. Thus, the Bidder recognizes that all fee paying traffic may not pass through the User Fee Collection booth or plaza.

(iii) During the contract period, the successful Bidder shall not ask for collection from any other




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place, for whatever reason. Under all circumstances, User Fee Collection shall be only from the place specifically provided in the RFP.

2.12 Handing over of Fee Plaza/ Booth: The Authority will hand over the Fee Plaza/ Booth to the Contractor in the condition as existing on 7 days prior to Bid Due Date on 'as is where basis' is. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties.

2.13 User Fee Rates : User Fee Rates applicable and chargeable on different categories of vehicles are given in Schedule-I to the Contract.

2.14 Remittance of Agreed Amount: The User Fee shall be collected by the Successful Bidder and the agreed amount [refer Para H of preamble & clause 5 of the contract] shall be remitted to the Authority on weekly basis, latest by Tuesday of every week by way of demand draft/pay order/RTGS, drawn in favour of the National Highway Authority of India, payable at **Hyderabad PIU**.

2.15 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids:

3.1.1 Opening and evaluation of Bids will be done through online process. The Authority shall open online received bids at 11:30 hrs. on the Bid Due Date, in the presence of Bidders who chose to attend. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section-3.

3.1.2. To facilitate evaluation of bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.3 Correction of Errors:

Bids determined to be substantially responsive will be checked and corrected by the Authority for any discrepancy as follows:

"Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail."

The amount stated in the Bid shall be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

3.2 Tests of Responsiveness: Prior to opening of financial quotes in various bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP [Ref. Clause 1.1.4(a) & (b); 2.1.1; 2.1.5; and 2.2]. The financial quotes of the responsive bids shall only be opened by the Authority.

3.3 Selection of Bidder:

3.3.1 Subject to the provisions of Clause 2.4, the Bidder who offers the highest Annual Remittance offered to the Authority, shall be declared as the Selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its




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discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that two or more Bidders quote the same amount of Annual Remittance, (the **"Tie Bidders"**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the **"second round of bidding"**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the **"third round of bidding"**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.3.6 After acknowledgement of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Contractor to execute the Contract Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on the matters related to the Bids under consideration.

3.5 Period of Contract for User Fee Collection Rights:

3.5.1 The Contract for User Fee Collection rights will normally be for 1 (one) year. However, in case of certain stretches going for BOT/OMT/TOT/Four Year Tolling Contractor Projects, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of




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early termination of contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period.

3.5.2 The Authority reserves the right to increase the contract period **upto three more months.**

3.5.3 In case of BOT (Annuity) stretches the initial period of User Fee collection **contract shall also be one year** with same remittance (except the increase/ decrease in remittance due to revision in user fee rates by the Authority).

3.6 Signing of Contract; Taking over of Fee Plaza & Starting of user fee collection:

After submission of the Performance Security, the successful bidder shall be required to sign the contract in the form of contract prescribed herein (**Appendix-2**) within 3 (Three) days from the date of submission of the Performance Security and after signing the contract, the successful bidder shall be required to takeover the fee plaza and start the user fee collection within 2(Two) days of date of signing the Contract or within the date as may be prescribed by the Authority in LOA. Within 28 days of the date of signing of contract or within such period as provided in the applicable law, whichever is shorter, the successful Bidder shall, if required, have the same engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed to the Authority, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the Contract, take over the fee plaza and start user fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

4. FRAUD AND CORRUPT PRACTICES

The provisions as per Clause 3 of RFQ dated **01.10.2018** of the Authority shall be applicable *mutatis mutandis* for this RFP/ Bid.

5. MISCELLANEOUS

The provisions as per Clause 4 of RFQ dated **01.10.2018** of the Authority shall be applicable *mutatis mutandis* for this RFP/ Bid.

6. INTEGRITY PACT

The provisions as per Clause 5 of RFQ dated **01.10.2018** of the Authority shall be applicable *mutatis mutandis* for this RFP/ Bid.




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Appendix-1
Format of Financial Bid (Ref.Clause 2.1.3)

National Highways Authority of India
Ministry of Road Transport & Highways
Government of India

RFP No.: NHAI/13013/547/CO/19-20/CB/Kadthal dated 01.07.2019

Name of Project	COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH ON E-TENDER BASIS AT KADTHAL AT KM 45.710 FROM HYDERABAD – DINDI SECTION FROM KM 23.000 – KM 78.000 OF NH-765 IN THE STATE OF TELANGANA (UNDER PIU HYDERABAD)		
FINANCIAL BID			
<p>Having examined the bidding documents and understood its contents, I/We offer to pay the Authority, the following sums as and by way of our offer as your Contractor for collection of User Fee on the said Section of National Highway or the said bridge, as the case may be, during the said period. This offer/ bid is unconditional and unqualified.</p>			
Name of the Firm			
S.No	Period	Total Amount payable by the Bidder to the Authority for the period mentioned in Column-B	
A	B	C	D
1	One Year	Rs...../*	(Rs. in words)*
<p>*The amount will change with the change in rates as per Clause-5 of the Contract.</p> <p>For calculating the weekly amount, the amount quoted for one year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.</p> <p>The week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7, then the bidder will deposit the amount proportionately.</p> <p>For calculating the monthly amount, the amount quoted for one year shall be divided by 12.</p> <p>The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable, shall be borne by the bidder over and above the quoted amount.</p>			

Note: The person/ authorized signatory signing the above Financial Bid in electronic form on behalf of the bidder shall be same as the one appearing in the list of prequalified bidders hosted on website of NHAI. In case a different person signs the bid, the bid shall be declared non-responsive.




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FORM OF CONTRACT

Preamble:--

- (A) This Contract is made at....., on this the _____ day of _____ 2018 by and between the National Highways Authority of India, a Statutory body, established under the National Highways Authority of India Act, 1988, having its Corporate Office at G-5&6, Sector-10, Dwarka, New Delhi-110 045 hereinafter referred to as **"the Authority"** (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its(to be authorized) General Manager (CO) / Project Implementation Unit/Corridor Management Unit having its office at.....

AND

- (a)* M/s _____, a Company incorporated under the Indian Companies Act, 1956 having its Registered Office at _____ (*mention full address*) and Incorporation Certificate No. _____ dt.

Or

- (b)* M/s _____, a Partnership firm, **registered** under the Indian Partnership Act, 1932 carrying on its business under the name and style as hereinbefore mentioned and having its principal office at _____ (*mention full address*) and having Registration No. _____ dt. _____.

Or

- (c)* M/s _____, a Partnership **firm**, registered under the Limited Liability Partnership Act, 2008 carrying on its business under the name and style as hereinbefore mentioned and having its principal office at _____ (*mention full address*) and having Registration No. _____ dt. _____.

Or

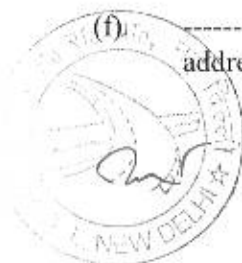
- (d)* M/s _____, a Co-operative Society registered under Co-operative Society Registration Act (of any State in India)/Multi State Cooperative Societies Act, 2002 (39 of 2002) / Ex-servicemen Society/ Mutually Aided Cooperative Society registered under Cooperative Societies Act (of any state in India) under, _____ (*mention the name of the State*) Cooperative Society Act having its Registered Office at _____ (*mention full address*) and having registration No. _____ dt. _____.

Or

- (e) M/s _____, a proprietary firm carrying on its business under the name and style as hereinbefore mentioned and having its principal office at _____ (*mention full address*) and having Registration No. _____ dt. _____.

Or

- (f) _____ (individual) having its **permanent** address _____ (mention full address) and place of business _____ (mention full address)




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Hereinafter referred to as **"the Contractor"** (which expression shall, unless excluded by or repugnant to the context hereof, be deemed to mean and include its successors, administrators and permitted assigns) of the **SECOND PART**.

*() * Strike out, whichever is not applicable*

- (B) **WHEREAS** the Contractor is Authorised by its ****Memorandum of Association/ **Partnership Deed/ **Bye-laws** to carry on the business of providing various services on contract basis through its employees employed regularly or otherwise.

**** Strike out, whichever is not applicable.**

- (C) **# AND WHEREAS** the Contractor has its own separate and independent establishment which:

- (a) has been registered under the provisions of the Shops & Establishments Act, 1954 of the _____ (mention the name of concerned State);
- (b) is licensed under the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 and has obtained license No. ____ dated. ____;

Or

- # AND WHEREAS** the Contractor undertakes to get itself licensed and/or registered with the appropriate Authority under the relevant laws mentioned above, and shall furnish necessary proof in this regard within 7 days of signing of this contract.

()# Strike out, Whichever is not applicable.

- (D) **AND WHEREAS** the Contractor undertakes to:

- (a) Comply with all the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952;
- (b) Pay to all its personnel deployed as per the Minimum Wages Act, 1948; and
- (c) Comply with all the provisions, duties and obligations imposed upon it by any law for the time being in force as may be applicable.

- (E) **AND WHEREAS** the Authority is authorised under the National Highways Authority of India Act, 1988 (hereinafter referred to as **"the 1988 Act"**) to collect User Fees on behalf of Central Government for services or benefits rendered under Section 7 of the National Highways Act, 1956 (hereinafter referred to as **"the 1956 Act"**).

- (F) **AND WHEREAS** the Authority is an Executing Agency under the provisions of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, (hereinafter referred to as **"the User Fee Rules, 2008"**).

- (G) **AND WHEREAS** the Authority is empowered under the provisions of the 1988 Act to enter into contracts with any person for the purpose of collection of USER Fee under the said **User Fee Rules, 2008**. The Authority is desirous of engaging the Contractor to collect User Fees only at ----- fee plaza (near -----) located at km. ---- on km. ----- to km. ----- - (-----) section of National Highway -- in the State of -----.



(Signature)

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- (H) **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of National Highway/ the said bridge for a period of **ONE YEAR** User Fee. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring Central Government's User Fee collection rights for the said Section of the National Highway or the said bridge for aforementioned period, the Contractor shall remit the following amount to the Authority so as to be received by the Authority latest by **TUESDAY** of every week and if Tuesday happens to be a BANK Holiday, then by NEXT bank working day as indicated below by way of a demand draft/pay order/ RTGS transfer for the said section of National Highway **Or** the said bridge. The remittance shall be as follows:

S. No.	Period	Total Amount Payable by the Bidder to the Authority (____ PIU/ CMU) for the period mentioned in column B	Amount to be paid per week
A.	B.	C.	D.
a)	(From DD/MM/YYYY 08.00 hrs to DD/MM/YYYY 08.00 hrs) (One year)	Rs. _____/- (_____ in words)* - - -	Rs. _____/- (_____ in words)* - - -

- For calculating the weekly amount, the amount quoted for One year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.
- *the week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7 days, then the bidder will deposit the amount proportionately.*
- *The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the bidder over and above the quoted amount.*

i) **AND WHEREAS** the Authority **HAS AUTHORISED** General Manager (Commercial Operation)/ Project Director to enter into this Contract with the Contractor,

ii) And Whereas, the Authority has authorized the Project Director, Project Implementation Unit/Corridor Management Unit (hereinafter referred to as "**the said** (to be authorized)") to supervise and discharge of various functions to be performed by the Contractor under this Contract.

- (I) **AND WHEREAS** the Contractor has authorised Sh. / Smt. _____, S/o or D/o _____, who is _____ (/Partner/Director/Member) of the Contractor to enter into this Contract




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with the Authority. (Enclose the proof of authorization clearly stating relation of the person **authorized**, with the Contractor)

- (J) **AND WHEREAS** the parties are desirous of recording the terms and conditions on which the Contractor shall carry out the job of User Fees collection on behalf of the Authority.

Now therefore this contract witnesses in clauses as follows:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the premises, the Authority hereby engages the party of the Second Part as the Contractor and the Contractor do hereby agrees to act as the Contractor of the Authority for collection of USER Fee for the use of the said Section of National Highway/the said bridge.

2. PERIOD OF CONTRACT:

- (i) "The Contract shall be for a period of **One year** beginning on [insert date] from _____ (08.00 hrs.) to _____ (08.00 hrs.), (hereinafter referred to as "**One year**")

OR

till the plaza is handed over to the other collection agency (OMT Concessionaire/BOT Concessionaire/ToT Contractor/4 year Tolling Contractor etc.) as per directions issued by NHAI, whichever is earlier." However, in case of certain stretches going for **BOT/OMT/TOT/Four Year Tolling Contract**, the Authority reserves the right to reduce the period of contract without any compensation and in such cases of early termination of contract, the total amount payable by the bidder to the Authority will be proportionately modified depending upon the period.

Note: The start date of contract shall be within 2 days from the date of signing of the contract agreement or the date indicated by the authority in LOA.

- (ii) The period of contract shall be One year. **In case the Authority is not getting a bid higher than the remittance under this contract or in case of urgency, the Authority reserves the right to increase the contract period at same remittance and terms & conditions under this contract upto 3 (Three) months.**

III. Deleted.

3. RATE OF USER FEE:

- (a) The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the Central Government vide **Notification No. _____ Dated _____** for the use of the said Section of the National Highway /the said bridge and in strict compliance with the provisions of the notification. A copy of the said Notification (including a draft notification to be replaced by a notification published in the Official gazette in due course) is appended as **Schedule I** In case, there is a material difference (i.e. impacting the collection of the Contractor by more than 10 (ten) % in a year) in the draft notification and the officially published notification, prior to commencement of collection of User Fee, the revised remittance shall be derived from the quoted remittance as per Clause-5(b) and in the event of dissatisfaction of either party on the revised remittance, so fixed, either party to this Contract will be at liberty to terminate this Contract by giving 30 days prior notice in writing.



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- (b) The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule I for any reason whatsoever, under any circumstance.
 - (c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Authority on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

The Contractor shall ensure that under no circumstances, USER Fee in excess of the prescribed rate or without issuance of receipt in the format including condition of such receipts being bilingual or trilingual, prescribed by the Authority is charged by the Contractor from the road users. Printing of receipts shall be arranged by the Contractor at its own cost.

5. CHANGE IN THE RATE OF USER FEE:

- (a) The right of the Central Government to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved.
- (b) The revised remittance on annual increase of user fee rates due to change in WPI, will be determined using the weighted percentage increase in the rates of all categories of vehicles, using proportions of different categories of vehicles* and considering single journey rates. A sample calculation is given in Schedule-VIII.

***The Authority will inform the proportion (%) of contribution in APC of different categories of vehicles in Clause-1.1.3 of RFP**

- (c) In case, any variation in the prescribed USER Fee rate for all or a particular category of the vehicles is effected, sought or permitted by the Central Government, the amount payable by the Contractor to the Authority for the period from which such variation comes into force, shall be adjusted proportionately on the basis of USER Fee rates specified in Schedule I and vis-a-vis the new USER Fee rates as detailed hereunder.

The amount to be increased /reduced shall be worked out based on:

- i) Total collection worked out considering the traffic during 6 calendar months immediately preceding the month from which the variation is effected or the actual period of collection, which ever is less, on the basis of existing rates.
- ii) Total collection worked out considering the same volume of traffic on the basis of the revised fee rates.
- iii) Percentage change between (i) and (ii) would be applied to remittance immediately prior to such revision in fee rates to working out revised amount payable to the Authority.




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Provided in case of introducing a new category of vehicles not subjected to levy of USER Fee earlier, an estimate of the traffic will be made on the basis of actual collection of current month for immediate purposes. At later stage the effect would be re-calculated on the basis of actual collection for six month or of the remaining tenure of the Contractor which ever is earlier. For this purpose the Contractor would submit a monthly collection statement to Authority for the effected period in the format suggested by Authority. For this purpose Authority would have full liberty to check by any means or method whether the collection given is actual one.

Provided that, any modification, change or variation in the conditions for collection of USER Fee (including towards concession/rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority giving due regard to the procedure set out in Clause 5(c) above and in the event of failure to arrive at an agreement on this issue, either party to this Contract will be at liberty to terminate this Contract by giving notice in writing as required under clause 35 of this Contract.

- d) The proposal on revised remittance alongwith the supporting calculations shall be submitted by the Contractor to the Authority atleast 7 days prior to the actual applicable date. The Authority will give approval within 7 days. In case of delay in approval by the Authority, the Contractor shall deposit the revised remittance from applicable date as per their own proposal on the revised remittance and the difference, if any, found later as per approved remittance by the Authority, shall be deposited by the Contractor alongwith an interest @ 12% p.a., within 7 days from date of approval of revised remittance by the Authority.
- (e) Provided that, any modification, change or variation in the conditions for collection of User Fee (including towards concession/ rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority giving due regard to the procedure set out in Clause-5(c) above and in the event of failure to arrive at an agreement on this issue, the decision of the Authority shall be implemented and the Contractor shall be at liberty to refer the dispute to Arbitration as per Clause-27.


6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- (a) Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the Authority in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of One year.

Provided that the Contractor shall not commence collection if (i) a published copy of the USER Fee notification in the Official gazette is not made available by the Authority; and (ii) The Authority does not inform about the completion of the said section of the Highway or the said bridge for which the USER Fee is to be collected. The Authority can also change any date communicated earlier for commencement of collection of USER Fee for other reason/s, as considered necessary.

Provided that if the Contractor is not able to commence the collection of USER Fee from a particular date, not attributable to the reasons beyond his control, the period of the USER Fee collection for One year shall be deemed to have begun from such date and the Contractor shall be liable to remit the agreed amount even for such period for which the collection has not been made.




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- (b) The right to collect USER Fee shall come to an end on the expiry of a period of **One year** (Refer to Clause 2) reckoned from date as communicated by the Authority for collection of USER FEE.
 - (c) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of **One year**.

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the Authority or by the Central Government of India. Such variance, unless impact on his collection is considered more than half a percent in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.
- (b) All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be honored by the Contractor.
- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Notification appended in Schedule—I **and National Highways (Determination of Rates & collection) Rules, 2008 is published with amendments vide G.S.R. 950(E) dated 3rd December, 2010, G.S.R. 15(E) dated 12th January, 2011, G.S.R. 756(E) dated 12th October, 2011, G.S.R. 778(E) dated 16th December, 2013, G.S.R. 26(E) dated 16th January, 2014, G.S.R. 831(E) dated 21st November, 2014, G.S.R. 02(E) dated 29th December, 2014, G.S.R. 220(E) dated 23rd March, 2015, G.S.R. 585(E) dated 8th June, 2016, G.S.R. 1114(E) dated 2nd December, 2016, G.S.R. 248(E) dated 14th March, 2017, G.S.R. 427(E) dated 7th May, 2018 and its subsequent amendments from time to time.** In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.
- (d) If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as penalty within 7 days of the issue of a notice by the PD in this regard.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at ----fee plaza (near -----) located at km ----- for the section from km ----- to km -----, (---- - -----) of National Highway No. --- in the State of ----- where, permanent USER Fee Collection Booth(s) are put up by the Authority. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement.

Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance and action shall be taken either under Clause 17 (c) or under Clause 35(4).



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- (b) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the Authority in this regard shall be final and binding.
 - (c) The Authority reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall be come to an end and the performance guarantee of the contractor shall be refunded in compliance to other provision of the contract in this regard.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Section of the National Highway or the said Bridge and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work, whether existing or likely to come in the future which any road user may opt , inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the Highway for which USER Fee is to be collected. The Contractor recognizes that all fee paying traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

10. HANDING OVER THE USER FEE PLAZA(S):

- (a) The Authority shall endeavour to hand over the USER Fee Plaza collection booths at ----- fee plaza (near -----) located at km ----- on km ----- to km ----- (-----) section of National Highway No. ---- in the State of ----- at **08.00 Hrs.** on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the National Highway/the said bridge.
- (b) The Authority has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the Authority fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (a), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.




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- (d) In such case as mentioned in (b) and (c) above, the contract period alongwith the obligation of total amount payable by the Contractor to the Authority as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
 - (e) The Contractor shall handover the User Fee Plaza(s) on **08:00 hrs** of the following day on the completion of the period of Contract as per Clause 6 above.
 - (f) In case, the Contractor fails to handover the User Fee Plaza on **08:00 hrs** of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the Authority, PIU/CMU _____ of the Authority whose decision in the matter shall be final.
 - (g) Upon expiry of the contract period/ termination, within 7 days, the Contractor shall submit a statement giving details of payments of weekly remittances and TCS during the entire contract period along with delay in days (if any) and calculation of interest/ penalty for delay in depositing the remittances, etc for settlement of all accounts of the Contractor and issuance of "no dues certificate" by the Authority. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.

11. DISPLAY OF RATE OF USER FEE AND USER FEE NOTIFICATION:

- (a) The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address and telephone number of the Authority, to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed 500m ahead of the User Fee collection booths, 100m ahead of the User Fee collection booths and at the User Fee collection booths also. The height of the display boards and size of letters being such that it is easy for drivers to read. The display boards shall be provided by the Authority.
- (b) The Contractor shall also (i) display, a copy of Notification in **Schedule I**, appended to this Contract at a conspicuous place of the User Fee Plaza(s) for the information of the road users and the general public and (ii) provide a copy of same to road user on demand upon payment of copying charges on a 'no profit no loss' basis.

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the Authority to ensure efficient management of entire operations, including free flow of traffic, in or around the plaza including in the User Fee collection booths.

The number, qualification & experience of personnel to be deployed should be in accordance with the details given in schedule- III of this contract. However, the Authority




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reserves the right to serve directions for any interchange in the category of personnel (total deployment will remain according to Schedule- III) to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well-behaved. and of qualification & experience prescribed in schedule- III
- (b) The Contractor shall furnish to the Authority a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted to the concerned Regional Office and that of other staff to Project Director after signing of the contract in the format given in schedule- IV of this contract.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trouser and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trouser and sky blue check shirt will be the uniform of collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in readable size.
- (d) The Authority reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the Authority shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The Authority shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Authority.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the PD concerned in advance. The PD, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in schedule- III.
- (i) The Authority is in process of introducing new electronic technologies for USER Fee collection system by installing electronic equipments already developed or being developed by various companies/agencies. The contractor shall extend full co-




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operation in installation, operation and maintenance of such system and will be bound by the advice of the authority in this regard.

As per Clause 13(i) of the draft Contract Agreement, the Authority vide letter No. 66192, dated 18.05.2015 (copy enclosed) advised all its Fee Collection Contractors/Bidders that the fee collection contractor is responsible for traffic management in ETC lane including security of ETC equipment.

A list of ETC equipment installed at the Fee Plaza will be handed over by concerned PD, NHAI to the fee collection contractor for ensuring their safety and security. If there is any loss or damage to ETC equipment at any fee plaza other than for the reasons attributable to ETC equipment / system supplier of IHMCL/NHAI, it will be construed as failure of the contractor in discharging their duty and the cost of such loss or damage will be recovered from the fee collection contractor from the available performance security and such bidder / contractor shall be debarred from participating in any tender or RFP issued by the Authority for a period of 01 (one) year or as decided by the Authority without prejudice to any other rights of the Authority under the bidding documents / Contract Agreement and / or applicable law.

- (j) **The engagement of at least 30% ex-servicemen (ESM) is mandatory. However, in case of non-availability of ex-servicemen, CGM/RO has power to relax the requirement considering overall capabilities and arrangements made by the agency for transparent and efficient fee collection at fee plaza.**

14. INTER SE RELATIONS:

- (a) In all circumstances it is clearly understood by the parties that the personnel deployed by the Contractor shall have no connection whatsoever with the Authority and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) However, if considered necessary, the Authority shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.
- (c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the Authority shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate authority. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the Authority. The decision of the Authority in this regard shall be final and binding on the Contractor.

15. PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be provided (in case not provided by NHAI or the BOT (Annuity) Concessionaire) and maintained by the Contractors are as under;
- (i) Computers and its peripherals,
- (ii) Software for running the system if the contractor is not using NHAI's software,*



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(iii) Generator/ Standby Generator for power if there is no electricity connection/ for stand by requirement.

* The software used by the Contractor shall be able to provide vehicle crossing details with number of vehicle, type of vehicle, date and time of crossing the plaza etc.

- (b) The Authority shall handover the Fee Plaza to the Agency in the condition as existing on 7 days prior to bid due date on 'as is where is basis'. The agency shall carry out up-gradation/provide facilities as required, to discharge its duties.
- (c) The repair and maintenance of such facilities once provided by the Authority shall be the responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.
- (d) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of NHAI only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental article /equipments shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
- (g) The user fee collecting agency shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity and water charges in respect of the User Fee plaza(s)/collection booths as they become due and payable during period of this Contract.
- (h) The repair of the road section at the Fee Plaza site will be the responsibility of the NHAI.
- (i) In case of BOT (Annuity) stretches, whatever facilities and maintenance obligations fall within the mandate of the Concessionaire, same shall be provided by the Concessionaire, during the Concession period.




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16. INSURANCE:

- (a) If required under the law for the time being in force, the Contractor shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Contractor and cash in booth, cash in chest, and cash in transit. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone.
- (b) As per the instruction of the Authority the Contractor shall also arrange adequate Insurance cover at its own cost favouring the Authority, for all the properties handed over by the Authority for comprehensive risk.

17. PERFORMANCE SECURITY:

- (a) The successful Bidder shall furnish to the authority Performance Security consisting of (a) a crossed account payee demand draft/pay order, amounting to Rs. [•] (an amount equal to one (1) month's agreed remittance) issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at New Delhi and (b) a bank guarantee as per the format prescribed by National Highway Authority of India from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for Rs. [•] *(an amount equal to one (1) month agreed remittance), valid for a period of 14 (Fourteen) months from the Date of LOA* for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year. The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee.
- (b) (i) The said Performance Security shall not bear any interest except when the collection is not started within 120 days of signing of the Contract for the reasons not attributable to the Contractor. In such a case, interest @8% p.a. shall be paid for the period beyond 120 days. Performance Security shall be refunded as early as possible, but not exceeding 30 days from the end date of the contract, after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Authority. *No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.*
- (ii) In case settlement of accounts and issue of no dues certificate are getting delayed due to any pending issue/ recovery, which remains to be closed on the end date of the contract, the performance security to the extent of value of such issue/ recovery only shall be retained and the balance performance security shall be released as early as possible, but not exceeding 30 days from the end date of the contract.
- (iii) In case of delay in release of performance security or excess withholding of the amount, NHA will pay simple interest @ 12% per annum on such amount to the contractor for the period beyond 30 days from the end date of the contract till date of release of performance security/ excess amount withheld.
- (c) (i) The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority




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by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Authority.

- (ii) The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the Authority in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Authority may have against the Contractor under this Contract or under general law for such breach.

- (d) The amounts lying with the Authority towards the Performance Security shall not be adjusted towards installments due to the Authority from the Contractor including the installment for the last month of the contract period except as provided in Clause-19.

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security of an amount equal to 1 (One) months agreed remittance i.e. Rs. _____ lakhs as per amount stated in Letter of Award shall be forfeited in addition to such recoveries. The contractor shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the Authority after forfeiture of part performance guarantee, the contract shall be terminated and the entire performance guarantee shall be forfeited.
- (b) The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.
- (c) The termination under this clause, in addition to unconditional forfeiture of the Performance Security, shall make the Contractor liable for debarring from assigning any future work with Authority.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

(i) In case of delay in remittance of the agreed amount of any installment due under this Contract to the Authority beyond the fixed day (as per clause 8, of SECTION – II), the Authority shall levy penalty @ 0.2% per day for initial one month delay and @ 0.5% per day for further delay beyond one month. Such right would, inter-alia, include unconditional right of the Authority to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the User Fee Plaza(s) for User Fee collection in any manner the Authority may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

(ii) For avoidance of doubt, if more than one remittance are delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-In-First-out (FIFO) approach, i.e., the earliest installment due shall be first adjusted along-with the applicable penal




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interest on the earliest remittance on that date and in similar manner the other remittances shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple, i.e., it shall not be compounded.

(iii) (a) If the remittances outstanding including penal interest, if any, on ending of the contract is less than the cash performance security, then such amount shall be recovered from cash performance security, accounts will be settled and balance securities will be released and penal interest shall be levied only upto end date of contract. In case the contractor has not deposited the remittance of last week on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 7 days on the last week remittance shall also be levied.

(b) If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash performance security will be adjusted as provided at Para-(iii) (a) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the contractor. For avoidance of doubt, it is clarified that the penal interest will be applicable only on the balance remittances and the penal interest will continue till payment of dues by the contractor.

20. **PENALTY FOR FAILURE TO COMPLY ANY OF THE OBLIGATIONS SPECIFIED IN CLAUSE 23 OF THE CONTRACT:**

In case of non-compliance of any of the obligations specified in Clause 23(a) to (g), the Authority shall levy penalty @ Rs.1.0 lakh per default per month except for Clause-23(e) for which the penalty shall be @ Rs.10,000/-per default per month, without prejudice to any other rights of the Authority under this Contract. **However, in case of non-compliance of obligations specified in Clause 23 (h), the Authority shall levy a penalty @ Rs.10,00,000/- per instance or termination of Contract Agreement or both, without prejudice to any other rights of the Authority under this Contract.** The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative. In addition to levy of penalty as above, more **than** three defaults in a month under this clause may attract termination under clause 35 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

21. **OPERATIONAL TRANSPARENCY:**

The Contractor shall be solely responsible for efficient and transparent working and management of User Fee collection at all points of time.

22. **AUTHORISED REPRESENTATIVE OF THE AUTHORITY:.**

- (a) The Authority has designated (to be authorised), NHAI PIU / CMU _____ as **"the Authority"** to carry out all functions on its behalf under this Contract and may change the authorised representative from time to time.
- (b) The said Representative of the Authority shall have the overall authority to control and supervise the work of collection of User Fee carried on by the Contractor with a view to ensure that collection of User Fee is carried out smoothly, efficiently and without any hindrance or harassment to the users of National Highway.




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- (c) The Authority or any other officer of the Authority or any agency as authorized by the Authority or by the Authority, shall have right and authority to inspect and check the receipt books (used/unused/ counterfoils), registers and books of accounts maintained by the Contractor at any time without giving any notice.
- (d) The instructions given from time to time by the Authority or his authorised representative in this regard shall be complied with promptly by the Contractor.
- (e) The Contractor shall keep records of all the complaints received and replied directly or otherwise by it and forward a copy on fortnightly basis to the Authority.

23. OBLIGATIONS OF THE CONTRACTOR:

- (a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority from time to time.
- (b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 30 seconds for the purpose of issuing USER Fee. All the lanes shall be kept open at all times irrespective of peak or off peak hours.
- (c) The Contractor specifically undertakes to abide by all the instructions issued by the Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.
- (d) During the contract Period, the contractor shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- V (the "Monthly User Fee Statement"). Proper record is to be maintained at the plaza for the purpose of providing such information. **The Contractor shall also submit such information sought by the Authority in such format, as may be prescribed by the Authority from time to time.**
- (e) The Contractor shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
 - (i) death or injury to any person;
 - (ii) damaged or dislodged fixed equipment;
 - (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
 - (iv) disablement of any equipment during operation;
 - (v) communication failure affecting the operation of Road Section smoke or fire;
 - (vi) flooding of Road Section; and
 - (vii) such other relevant information as may be required by the Authority.




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- (f) deleted.
 - (g) The contractor also agree to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.
 - (h) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/ coffee/wafer packets, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all Fee Booths in the format enclosed at **Schedule-IX** for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the Fee Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

24. RIGHT OF INSPECTION:

- (a) The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The Authority may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
 - i) Correctness of the User Fee charges recovered from users, as prescribed
 - ii) Issue of proper Receipts to all Vehicles;
 - iii) Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
 - iv) **Weekly** remittance of amount due from the Contractor by the prescribed day;
 - v) Checking of data in electronic/soft form;
 - vi) Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
 - vii) Arrangement for lighting and water are in order;
 - viii) There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
 - ix) Any other check or control as considered appropriate by the Authority including through its authorised representative.

25. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local authority or any State/Central Government for a period not exceeding 15 days in continuation; or (ii) where the road users opt to access/ travel through the existing alternate free User Fee (Fee) roads due to deteriorated road conditions/ maintenance of road section. This may result into bypassing of User Fee Plaza/




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User Fee Collection Booths and use of any part of the said Section of the National Highway/said bridge by the users.

(b) FORCE MAJEURE EVENT:

Except as stated in Clause (a) above, Force Majeure event means an event or circumstances or a combination of events and circumstances referred to in this clause which are beyond the reasonable control of the Party or Parties to this Contract and which party could not have prevented or reasonably overcome with the exercise of its reasonable skill and care in relation to performance of its obligations pursuant to this Contract and which are of the nature, without limitation of those described below:

- (i) Publicly declared strike by registered and recognised association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- (ii) Floods/Earthquake having materially adverse impact i.e. complete blockade of road.
- (iii) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- (iv) Expropriation, acquisition, confiscation or nationalisation of the User Fee collection
- (v) Any change in law which has a material adverse effect on the obligation of the parties hereto.
- (vi) Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- (vii) Suspension of traffic on the said section of National Highway/said bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.
- (viii) Any event or circumstances of a nature analogous to the foregoing.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of instalments by the Contractor to the Authority for the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time (or continuously for more than 3 (three) days at a time in case of no user fee collection at all at the fee plaza) for reasons not attributable to the Contractor.

(c) PROCEDURE FOR FORCE MAJEURE:

(i) NOTICE:

- (1) If a party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, as soon as reasonably practicable and in any event within 7 days of becoming aware of the Force Majeure event, give notice giving details of the effects of such Force Majeure on the Party's obligations under this Contract to the other Party in writing, including the dates of commencement and actual/likely date



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of cessation of such Force Majeure and its effects, with necessary supporting documents and data.

- (2) The Party receiving the claim for relief under Force Majeure shall, if wishes to dispute the claim, give a written notice of the dispute to the Party making the claim within 30 days of receiving the notice of claim.

(ii) **CONSULTATION AND DUTY TO MITIGATE:**

- (1) The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably possible. The Parties shall consult with each other to determine the measures to be implemented to minimise the losses of either Party as a result of the Force Majeure event.
- (2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- (3) Notwithstanding anything contrary to the specifically stated in this Contract no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.
- (4) Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.
- (5) The relief under force Majeure will be calculated on the basis of average collection per day, arrived based on the agreed weekly remittance. The difference in collection per day during force majeure and average amount of collection per day, arrived based on the agreed weekly remittance multiplied by number of days of force majeure will be payable to the contractor .

(iii) **TERMINATION DUE TO FORCE MAJEURE:**

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 60 days from the date of commencement of such Force Majeure event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Contract or to terminate this Contract by mutual consent. If the parties are unable to agree on such terms or to terminate the Contract by mutual consent within 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

(iv)

The Authority on behalf of the Authority is authorised specifically to settle claims for force majeure events.



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26. MATTERS NON-ARBITRABLE:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18 and 19 shall be referred to the Authority, Project Implementation Unit / Corridor Management Unit whose decision shall be final.

27. Deleted.

28. SEVERABILITY:

If any provision of this Contract is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, unless the same materially affects the performance of the obligation of the parties under this Contract and this Contract shall continue in full force and effect to the fullest extent possible as if such prohibited, illegal or invalid provision had never constituted a part thereof.

29. BREACH:

Any breach of the terms and conditions herein contained in this Contract, which may or may not, cause any financial loss to the Authority shall attract immediate unilateral termination of this Contract by the Authority, notwithstanding anything contrary contained in any of the Clauses in this Contract.

30. WAIVER:

Failure or neglect by either of the Parties to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of the right. In such an event, the same shall neither affect the validity of the whole or any part of this Contract nor prejudice the rights of Parties from taking subsequent action.

31. ASSIGNMENT:

The Contractor undertakes not to assign any right and/or obligation of this Contract to any other person without prior consent of the Authority in writing.

32. DEATH/WINDING UP:

If the Contractor being an individual/ Proprietary firm declared as insolvent or commit any act of insolvency or a partnership firm is dissolved or insolvent or commits any act of insolvency or being a Cooperative Society/a Limited Company is ordered to wind up by any Court of Law or makes arrangements with its creditors to wind up, the Contract shall forthwith stand terminated without prejudice to any other rights or remedies of the Authority under this Contract.

33. ABANDONMENT:

In the event of abandonment of the User Fee collection by the Contractor, due to his fault or due to bankruptcy or default or for any other reason, the Authority shall be entitled to take over the User Fee Plaza(s), and terminate this Contract and to continue the User Fee collection in the manner it deems fit. Further, the Authority, in such a situation, shall forfeit



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the performance security furnished by the Contractor to adjust any dues or claims or damages without prejudice to its other rights.

34. INDEMNITY:

The Contractor shall indemnify the Authority and its officers, agents and authorized representatives against all liabilities, damages and expenses arising from any claims for damages, suits, proceedings, recoveries, judgments or executions (including, but not limited to litigation costs and expenses and reasonable User Fees of the Attorney) which may be made or recovered from the Authority by reason of any acts, omissions (whether negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

35. TERMINATION:

- (1) The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to BOT/OMT/TOT/Four Year Tolling Contractor / concessionaire (reference clause 2 of the contract) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.

- (2) The Authority shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.

By giving seven (7) days prior notice in writing

- (3) Notwithstanding anything contained in clause (1) above, the Authority may terminate the Contract forthwith for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of Contractor or his employee/staff/personnel or for overcharging of User Fee from a user, or for harassment of any user.
- (4) The Authority shall be entitled to terminate this Contract for any type of non-compliances under provisions of this contract if not rectified within a given time frame.

- (5) **Pre-mature termination of the contract at the request of the Contractor:**
Within 30 days of taking over the fee plaza, if the Contractor feels that he has committed an error in assessing the realizable user fee at the fee plaza, he may in writing request the Authority for pre-mature termination of the contract. Such request of the Contractor is irreversible by the Contractor under any circumstances.

The Contractor, even after making such request, shall continue to collect user fee at the fee plaza, remit the agreed remittances timely to the Authority and comply with all other terms and conditions in accordance with this contract, till handing over of the fee plaza to the new agency.

The Authority shall appropriate 25% of the performance security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for interalia time, cost and effort of the Authority. The balance performance security shall be released by the Authority within 30 days of handing over of the fee plaza to the new agency.



[Signature]
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Within 60 days of receipt of such request, the Authority may complete the bidding process for selection of new agency, select the new agency and handover the fee plaza to the new agency. For avoidance of doubt, NHAI would finalize the new agency as early as possible, irrespective of the quotes of the Contractor and the new agency. This Agreement stands terminated automatically on the date of handing over of the fee plaza to the new agency.

The existing Contractor is also eligible to bid at the time of selection of new agency by NHAI, but if he does not takeover or leaves in between or abandons the user fee collection work second time, he will be debarred from participating in further bidding for user fee collection at the same Fee Plaza, either directly in his own name or as a consortium or as an associate or in the name of any firm owned by him, for a period of two years.

This clause is non-arbitrable as per Clause 26 of Agreement

36. **DECISION OF AUTHORITY: FINAL AND BINDING**

Except where otherwise provided or specified in this Contract and subject also to such powers as may be delegated by the Central Government to any of the specific official of the Authority from time to time, any decision of the Authority for the time being on all questions and matters whatsoever arising out of or in relation to or in connection with this Contract or as to the interpretation of any of its conditions whether during the subsistence of this Contract or at any time thereafter, shall be final and binding on the parties to this Contract.

37. **INTEGRATED CONTRACT:**

This Contract represents and constitutes the entire Contract between the Parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or Contract(s), either written or oral or minutes of any meeting (including pre-bid meeting/s) or conference(s) and correspondence between the Parties or bid documents.

38. **STAMPING AND ENGROSSING:**

Within 28 (twenty eight) days from the date of signing this Contract or within such period as provided by the law applicable which ever is shorter, the Contractor, if required, shall have the Contract engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard. It shall be noted that the contract shall be signed at NHAI HQ at Delhi.

If an occasion arises for the Authority to pay for the cost of stamping and engrossing of the Contract Agreement, the same shall be recovered from any security deposited by the Contractor with the Authority in respect of any Fee Plaza.

39. **AMENDMENT:**

Terms of this Contract can be amended with the mutual consent of both the parties. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.




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IN WITNESS WHEREOF the parties hereto through their duly authorised representatives have set their hands and seal on the day, month and year first above mentioned.

For and on behalf of

(Signature)

Name:-

Designation: General Manager (CO),

Place:- New Delhi

For and on behalf of

(Signature)

Name:-

Designation:-

Place:-

In the presence of

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

In the presence of

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

** Contractor must affix its seal.*




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SCHEDULE - I

**USER FEE AT KADTHAL AT KM 45.710 FROM HYDERABAD - DINDI
SECTION FROM KM 23.000 - KM 78.000 OF NH-765 IN THE STATE OF
TELANGANA (UNDER PIU HYDERABAD)**

NOTIFICATION NO. S.O. 1004(E) DATED 06.03.2018

PUBLISHED IN OFFICIAL GAZETTE

Fee Rates applicable for year 2019-20 are as under:

Sl No	Type of vehicles	Fee rate for vehicle for one way trip (in rupees)	Fee rate for vehicles for return trip in a day (in rupees)	Fee rate for vehicles for monthly pass valid for 50 journeys in a month. (in rupees)	Fee for commercial vehicles registered in the District (in rupees)
(1)	(2)	(3)	(4)	(5)	(6)
1.	Car, Jeep, Van or Light Motor Vehicle	40	55	1270	20
2.	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	60	90	2050	30
3.	Bus or Truck (upto two axles)	130	195	4295	65
4.	Commercial Vehicles (three axles)	140	210	4685	70
5.	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)	200	305	6735	100
6.	Oversized Vehicles (seven or more axles)	245	370	8200	125

1. The rate of monthly pass for local non – commercial vehicles shall be **Rs. 265.00** for the year 2019-20.
2. The fee rate mentioned at column 6 is for single trip and is applicable for commercial vehicles (excluding vehicle plying under National Permit), registered within the District where the fee plaza is located.




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SCHEDULE - II

Not Applicable



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Schedule- III
[Reference clause 12 &13 of Appendix - IV]

Key Personnel

SI No	Designation at Plaza	No. per lane	No per shift (for all lanes)	Nos. deployed per Plaza (for all shifts)	Essential Qualification
1.	Plaza Manager			1	<p>(a) Degree in IT/ Computer Science/ Electronics & Communication or MCA from any government recognized university; (or) Graduate in any discipline from government recognized university, with DOEACC 'A' level Course; 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/ PG Diploma Courses are not eligible); and</p> <p>(b) 2 years experience in using semi-automatic/ electronic fee collection systems</p>
2	Security Officer			1	<p>(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience in relevant field in any government or private organization of repute; (or) Any Retired Defence/ Police Officers who led a team, with Graduation in any discipline from any government recognized university; and</p> <p>(b) experience of 3 years as Security Officer on similar assignments</p>
3	Accounts Officer			1	<p>Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years experience in Audit & Accounts.</p> <p>Note: At least the Contractor shall have one team of Key Personnel, meeting above requirements, for all Fee Plazas within the jurisdiction of one Regional Office, subject to provision of suitable persons for Key Personnel positions at that specific Fee Plaza for which qualification requirements may be relaxed by RO concerned. There shall be no change in the requirements regarding "other staff" specified in Schedule-III for each Fee Plaza</p>




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OTHER STAFF					
1.	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognised institute of repute with minimum 2 years post qualification experience in relevant field or retired defence personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
2.	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
3.	Fee Collector	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12th pass from any recognised board in India or retired defence personnel with operational knowledge of computer.
4.	Fee Attendant	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12th pass from any recognised board in India or retired defence personnel.
5.	Barrier man		2+2 (up&d own)	12	12th pass from any recognised board in India or retired defence personnel
6.	Channelizer		2 (up&d own)	6	12th pass from any recognised board in India or retired defence personnel
7.	Gun man		4	12	Retired defence personnel only.
8.	Electrician		1	3	10th Standard pass from any recognised board of India with knowledge of the relevant field.
9.	Safaiwala		1	3	Experience in relevant field.
10.	Mali			1	
11.	Peon		1	3	8th standard pass.
12.	Total			109	

* The above requirement of staff is for 4 + 4 lane plaza. The bidder shall confirm the actual number of lanes and requirement of other staff from the concerned Regional Office or Project Director.



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Schedule- IV
[Reference Clause 13 (b) of Appendix IV]

**FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT KADTHAL
AT KM 45.710 FROM HYDERABAD – DINDI SECTION FROM KM 23.000
– KM 78.000 OF NH-765 IN THE STATE OF TELANGANA (UNDER PIU
HYDERABAD)**

(To be submitted after signing of the contract to the RO in case of Key personnels and to the Project Director for other staffs.)

<u>Sr. No.</u>	<u>Name & Designation</u>	<u>Permanent Address & Contact No.</u>	<u>Correspondence Address & Contact No.</u>	<u>Qualification & experience (self attested copy of certificate are to be enclosed)</u>	<u>Recent Passport size photo graph.</u>	<u>Specimen sig.</u>
1.	Plaza Manager	-	-	-	-	-
2	Security Officer	-	-	-	-	-
3	Accounts Officer	-	-	-	-	-
4	Administrative Officer	-	-	-	-	-
5	Shift Incharge	-	-	-	-	-
6	User Fee Inspectors	-	-	-	-	-
7	Accountant	-	-	-	-	-
8	Astt. Accountant	-	-	-	-	-
9	Fee Collector	-	-	-	-	-
10	Fee Attendant	-	-	-	-	-
11	Barrier man	-	-	-	-	-
12	Channelizer	-	-	-	-	-
13	Gun man	-	-	-	-	-
14	Electrician	-	-	-	-	-
15	Safaiwala	-	-	-	-	-
16	Mali	-	-	-	-	-
17	Peon	-	-	-	-	-



(Signature)
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[Reference clause 23 (d) of Appendix- IV]

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

Sl. No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through Tickets		User Fee collected through Passes		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE									
2	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS									
3	TRUCK / BUS (TWO AXLES)									
4	THREE AXLE COMMERCIAL VEHICLES									
5	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)									
6	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)									
Total										



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MONTHLY USER FEE COLLECTION STATEMENT- PART-B

MONTHLY VEHICLE PASSING REPORT							
FOR THE MONTH OF							
No of monthly passes	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZE D VEHICLES (SEVEN OR MORE AXLES)	Total
Type of Vehicles as per notification	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZE D VEHICLES (SEVEN OR MORE AXLES)	Total
	Nos	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry (excluding Commercial vehicle registered in the district where the fee plaza falls)							
Multiple entry							
Reusage of Multiple Entry ticket							
Reusage of Monthly passes							
Single Entry of Commercial vehicle (excluding vehicles plying under national permit) registered in the district where the fee plaza falls							
Exempted etc.							
Grand Total							



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Schedule- VI
(Format of Bank Guarantee)

(Reference Clause – 2.18.1)
Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

National Highways Authority of India

In consideration of "National Highways Authority of India (NHAI)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s Having its office at (Hereinafter referred to as the "Contractor" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client's Letter of Acceptance No. dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs./- (Rupees) excluding Service Tax for "....." (Hereinafter called the "Contract"), and the Contractor having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs./- (Rupees).

We,having registered office at and branch at a body registered/constituted under the (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs. (Rupees) as aforesaid at any time up towithout any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.




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The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Contractor's liabilities.

Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

"The guarantee shall also be operatable at our.....branch at[*], from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation"

[*] This is the city of concerned Regional Office of NHAI under whose jurisdiction the Fee Plaza comes"

"The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI after obtaining details thereof from NHAI."

Notwithstanding anything contained herein,

- (a) Our liability under this Bank Guarantee is limited to Rs..... (Rupees) and it shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by the client in whose favor this guarantee has been issued.
- (b) This Bank Guarantee shall be valid up to
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if your serve upon as a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).



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Schedule VII

FORM OF LETTER OF ACCEPTANCE (LOA)

No:

Date:

To,

Sub: Collection of User Fee by the fee collecting agency selected on the basis of competitive bidding at [•] fee plaza (near [•]) located at km. [•] on km. [•] to km. [•] ([•]) section of National Highway [•] in the State of [•] (hereinafter referred to as the said section of the National Highway).

Ref: Your offer dated [•] submitted pursuant to the referred notice

Dear Sir,

Your Bid quoting an Annual Remittance of Rs. _____ (Rupees _____) for engagement as the user fee collecting agency for collection of User Fee on the basis of competitive bidding at Km. [•] [•] fee plaza (near [•]) for the section from km. [•] to km. [•] [•] of National Highway No. [•] in the state of [•] (hereinafter referred to as the said section of the National Highway) has been accepted by the competent authority of the NHAI on the terms and conditions of Contract forming part of the Bidding Documents.

You are required to submit a Performance Security within 7 (Seven) days as per Clause 2.10.1.

The Bid Security shall be forfeited by the Authority, in case you fail within the specified period to furnish the required Performance Security. *You shall also be required to sign the contract within 3 (Three) days from the date of receipt of the Performance Security and after signing the contract, successful bidder shall take over the fee plaza and start the fee collection within 2(Two) days of signing the contract agreement.* on failure to do so, the entire Performance Security including Bid Security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the Performance Security, the Letter of Acceptance for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies of the Authority, the Authority shall be entitled to appoint another Contractor at your risk as to costs and consequences.

Please convey your unconditional acceptance by signing on the original of this letter as per Clause (3.3.5) and submit the required Performance Security within the specified period so that the Contract could be signed within the specified period.

Thanking you,

Yours faithfully

For National Highways Authority of India



[Signature]
V. VIDYASAGAR REDDY
Individual

(Signature)

Name:-

Designation: GM (CO)

Place:- & **Dated**

Accepted unconditionally including the draft of the contract.

(Signature)**

Name:-

Name of the regd. partnership firm/company/limited company/co-operative society/proprietary firm/individual (whichever is applicable).

Designation:

Place:-

Dated:-

*** Please affix common seal.**



(Signature)

V. VIDYASAGAR REDDY
Individual

Schedule- VIII

Sample calculation of Revised Remittance as per Clause- 5(b)					
S. No.	Category of Vehicle	Proportion (%) of contribution in APC of different categories of vehicles (refer Clause 1.1.3 of RFP)	User fee rates given in the bid (for single journey) (Rs.)	Revised Rates (for single journey) (Rs.)	% increase in revised rates over the rates in the bid $[6=(5-4)*100/4]$
1	2	3	4	5	6
1	Car / Jeep / Van	7	40	50	25.00
2	LCV /LGV or Mini Bus	4	80	100	25.00
3	Truck Bus (2 Axle)	22	160	200	25.00
4	3-Axle Commercial Vehicle	36	160	200	25.00
5	HCM / EME/ MAV (4-6 Axle)	31	325	345	6.15
6	OSV (7 or more axle)	0	160	200	25.000
	Total	100			

- 1 Percentage increase in remittance $\frac{\sum \text{Col. 6} \times \text{col. 3}}{100}$ = 19.16% (rounding upto 2 decimals)
- 2 Original weekly remittance= Rs. 13,80,822 /-
- 3 Revised weekly remittance= $\text{S. No. 2} \times \left[\frac{\text{S. No.1}}{100} + 1 \right]$ = Rs. 16,45,356/-



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V. VIDYASAGAR REDDY
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Schedule-IX**Format for Placard at each Fee Booth**

(English, Hindi & Vernacular Languages)

Welcome to Fee Plaza (Name & Address)

At this fee plaza, we behave courteously; we charge as per rates approved (no overcharging); we return exact change and do not give packets of namkeen, wafers, etc.

In case you notice any irregularities by the fee collection contractor of this fee plaza, please contact:

Name, Project Director, NHAI, Mobile No.....

In case PD does not lift the phone, please contact:

Name, CGM / RO, NHAI, Mobile No.

Thank you. We wish you a safe and comfortable journey.



V. VIDYASAGAR REDDY
Individual



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

क्षेत्रीय कार्यालय - हैदराबाद / Regional Office - Hyderabad

ई-मेल / E-mail : rohyderabad@nhai.org

वेबसाइट / Website : www.nhai.org

पहली मंजिल, नई बिल्डिंग, भारत का प्रशासनिक स्टाफ कॉलेज, कॉलेज पार्क कैम्पस, सड़क नं.3, बंजारा हिल्स, हैदराबाद-500034, तेलंगाना

NHAI/RO-HYD/Kadthal Revision of Rates (19-20)/2019/287
First Floor, New Building, Administrative Staff College of India, College Park Campus, Road No.3, Banjara Hills, Hyderabad-500034, Telangana.

To
Project Director
National Highway Authority of India,
PIU-Hyderabad
D.No.331/2RT, 2nd Floor
P.S Nagar, Masab Tank
Hyderabad-500057

Sub: NHAI-RO-Hyderabad- Revision of User Fee for the year 2019-20 for the stretches developed as public funded projects in the state of Telangana and is under tolling on the basis of the provisions of Fee Rules, 2008 w.e.f 01.04.2019-user fee rates for Kadthal Toll plaza- Reg.,

Ref: 1. NHAI/Policy Guidelines/Modification in Delegation of Powers/2018, Policy No.17.6.9, Dated 13th March 2018.
2.PD, PIU-Hyderabad Ir. no. NHAI/PIU-HYD/NH-765/Hyd-Dindi/Toll Rates/2019/287, Dt:18.03.2019.

Sir,

The approved revised user fee rates for above mentioned section to be applicable w.e.f 01.04.2019 to 31.03.2020 at Kadthal Toll Plaza are as under.

Kadthal Fee Plaza at Km 45.710 in Mahabubnagar Dist. Section of Hyderabad to Dindi from Km. 23.000 to Km 78.000 on NH-765 in the state of Telangana for the length of 55.000 kms.

Category of vehicles	(In Rs)			
	Fee for single journey (In Rs)	Fee for return journey within a day (In Rs)	Fee for monthly pass for 50 single journeys in a month (In Rs)	Fee for single journey for the commercial vehicles registered within the district of fee plaza (In Rs)
Car, Jeep, Van or Light Motor Vehicle	40	55	1270	20
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	60	90	2050	30
Bus or Truck (Two Axles)	130	195	4295	65
Three-axle commercial vehicles	140	210	4685	70
HCM or EME or MAV (four to six)	200	305	6735	100
Oversized Vehicles (seven or more axles)	245	370	8200	125

- I. The above mentioned user fee rates for the year 2019-20 have been calculated in provisions of the 2008 Amended Fee Rules & based on the following details.

कॉर्पोरेट कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075, दूरभाष : 91-11-25074100/200

Corporate Office: G-5 & 6, Sector - 10, Dwarka, New Delhi - 110 075, Phone : 91-11-25074100/200

Cont...2



[Signature]
V. VIDYABAGAR REDDY
Individual

S.No	Details	Particulars	Length (in KM)
1	Road Length (Kms)	Road Length (excluding length of by pass, if any)	55.000
		Structures on Road Length	0.00
		Net Road Length without structures >60m	55.00
2	Bypass Length (Kms)	Length of the bypass costing more than Rs 10 crores	0.00
		Structure on Bypass Length	0.00
		Net Bypass Length without structures>60m	0.00
3	Structure Length (Kms)	Total length of Structure >60m (on Road & By pass)	0.00
		Converted equivalent road length for structures >60m	0.00
4		Equivalent Tollable Road Length	55.00

3. The rates for monthly passes applicable for local non-commercial vehicle residing within a distance of 20 Km from the above toll plaza for the year 2019-20 shall be Rs.265/- subject to revision every year as per the

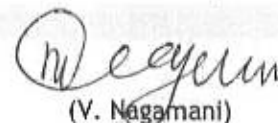
4. It is further to clarify that as per user fee notification, the concessionaire shall issue 50 or more one way tickets at a discounted rate equivalent to 2/3rd of the fee payable during the period of one month from the date of payment of fee. The amount indicated above for monthly pass for 50 trips. However, if any person asks more than 50 trips during a period of one month, the concessionaire shall be required to issue such tickets at a discounted rate as above [i.e if 60 trips are asked in a month by any person for a car (in case of Kadthal toll plaza), the amount is 60×38.07 (pre rounded fee for single trip) $\times \frac{2}{3} = 1522.8$ rounded to Rs.1525/-] Necessary action may please be taken accordingly.


5. Detailed calculation sheet is also enclosed herewith, so that, the above rates may be rechecked at your end before implementation. In case, any discrepancy is found, the same may immediately be informed to Regional office, NHAI, Hyderabad.

6. Please confirm after its implementation and copy of advertisement for commencement of revised user fee may also be provided to this office and CO Division at NHAI, HQ.

7. Further, the approval communicated is for the rates & tollable length as specified in the original fee notifications S.O No. 2783(D), Dt: 08.08.2016. PD is requested to obtain & furnish the revised proposal for publication of fee notifications for the subject toll plazas after inclusion of the 4 lane stretches, *if any*.

Yours faithfully,


(V. Nagamani)


 Dy. General Manager(Tech.)
for Regional Officer

Encl: As above,

Copy to:

- (i) GM (CO) - Division, NHAI, HQ, New Delhi for information.
- (ii) GM (Elect) - Shri Deepak Saxena for updation data in TIS.
- (iii) COO (IHMCL) - Shri K. Vaideesh Subbaraj for necessary action for updating the data in ETC transaction.
- (iv) M/s Sahakar Global Ltd., Unit No. B-110, 1st Floor, Bldg No. 6, Kanakia space, Western Edge II, Village Magathane, Dattapada Road, W.E Highway, Borivalli (E), Mumbai-400066, Email: admin@sahakarglobal.com.




V. VIDYASAGAR REDDY
Individual



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

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नई दिल्ली, मंगलवार, मार्च 6, 2018/फाल्गुन 15, 1939

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सड़क परिवहन और राजमार्ग मंत्रालय

अधिसूचना

नई दिल्ली, 6 मार्च, 2018

का.आ. 1004(अ)—यतः, केन्द्रीय सरकार ने, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम, 1988 (1988 का 68) की धारा 11 के अधीन जारी की गई भारत सरकार के सड़क परिवहन और राजमार्ग मंत्रालय की अधिसूचना संख्या का. आ. 2573 (अ), तारीख 11.08.2017 द्वारा तेलंगाना राज्य में राष्ट्रीय राजमार्ग संख्या 765 (नया) के 23.000 कि.मी. से 108.800 कि.मी. (हैदराबाद से डिंडी) तक का खण्ड भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (जिसे इसमें इसके पश्चात् 'प्राधिकरण' कहा गया है) को सौंपा है;

और यतः, केन्द्रीय सरकार ने, राष्ट्रीय राजमार्गों के खण्डों, स्थायी पुलों, बाइपासों और सुरंगों के उपयोग के लिए शुल्क के संग्रहण हेतु राष्ट्रीय राजमार्ग अधिनियम 1956 (1956 का 48) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सा.का.नि. 838 (अ), तारीख 5 दिसम्बर 2008 द्वारा राष्ट्रीय राजमार्ग शुल्क (दरों का अवधारण एवं संग्रहण) नियम, 2008 बनाए हैं और उनमें सा.का.नि.950 (अ), तारीख 3 दिसम्बर, 2010, सा.का.नि. 15 (अ), तारीख 12 जनवरी, 2011, और सा.का.नि. 756 (अ), तारीख 12 अक्तूबर, 2011, सा.का.नि. 778 (अ), तारीख 16 दिसम्बर, 2013, सा.का.नि. 26 (अ), तारीख 16 जनवरी, 2014, सा.का.नि. 831 (अ), तारीख 21 नवम्बर, 2014, सा.का.नि. 02 (अ), तारीख 29 दिसम्बर, 2014, सा.का.नि. 220 (अ), तारीख 23 मार्च, 2015, सा.का.नि. 585 (अ), तारीख 08 जून, 2016, सा.का.नि. 1114(अ), तारीख 02 दिसम्बर 2016 और सा.का.नि. 248(अ) तारीख 14 मार्च, 2017 द्वारा संशोधन किए हैं;

अतः अब, केन्द्रीय सरकार, समय-समय पर यथा-संशोधित राष्ट्रीय राजमार्ग शुल्क (दरों का अवधारण एवं संग्रहण) नियम, 2008 (जिसे इसमें इसके पश्चात् "उक्त नियम" कहा गया है) के नियम 3 के साथ पठित राष्ट्रीय राजमार्ग अधिनियम, 1956 (1956 का 48) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अधिसूचना संख्या सा.का.नि. 2793 (अ), तारीख 08.08.2016 (राज्य सरकार के पक्ष में) का अधिग्रहण करते हुए, तेलंगाना राज्य में राष्ट्रीय राजमार्ग संख्या 765 के 23.000 कि.मी. से 108.800 कि.मी. तक हैदराबाद से डिंडी सेक्शन के पेव्ड शोल्डर्स सहित 2 लेन के सेक्शन के उपयोग के लिए नीचे सारिणी 1 के स्तम्भ (1) में विनिर्दिष्ट प्रकार के

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(1)



V. VIDYASAGAR REDDY
Individual

वाहनों पर सड़क खंड की निवल लंबाई 85.800 किमी हेतु सारिणी 1 के स्तम्भ (2) में विनिर्दिष्ट आधार दर (जिसे इसमें इसके पश्चात "आधार दर" कहा गया है) के 60% की दर पर शुल्क उद्धर्त करती है एवं प्राधिकरण को अपने अधिकारियों के माध्यम से अथवा संविदाकार के माध्यम से उक्त शुल्क को संग्रहीत करने के लिए प्राधिकृत करती है, अर्थात्:

सारिणी 1

वाहन का प्रकार	आधार वर्ष 2007-08 के लिए प्रति कि.मी. शुल्क की आधार दर (रुपए में)
(1)	(2)
कार, जीप, वैन या हल्के मोटर वाहन	0.65
हल्के वाणिज्यिक वाहन, हल्के माल वाहक वाहन अथवा मिनी बस	1.05
बस या ट्रक (दो धुरी वाले)	2.20
तीन धुरी वाले वाणिज्यिक वाहन	2.40
भारी संनिर्माण मशीनरी (एच.सी.एम.) या अर्थ मूविंग उपस्कर (ई.एम.ई.) या बहुधुरीय वाहन (एम.ए.वी.) (चार से छह धुरी वाले)	3.45
बड़े आकर वाले वाहन (सात या अधिक धुरी वाले)	4.20

1. नीचे उद्धर्त एवं संग्रहीत शुल्क, निम्नलिखित शुल्क प्लाजा पर, ऐसे शुल्क प्लाजा के लिए विनिर्दिष्ट सड़क की निवल लंबाई हेतु शोध्य और संदेय होगा:

शुल्क प्लाजा का अवस्थान (चैनेज)	लंबाई (किलोमीटर में) जिसके लिए शुल्क संदेय है	दर जिस पर शुल्क संदेय है
महबूबनगर जिले में कडथल गाँव के पास, 45.710 किमी	55.000	ऊपर सारिणी 1 में उल्लिखित आधार दरों का 60 %
महबूबनगर जिले में कोनेतिपुरम गाँव के पास, 101.450 किमी	30.800	ऊपर सारिणी 1 में उल्लिखित आधार दरों का 60 %

2. जिस व्यक्ति का अपना यांत्रिक वाहन, गैर-वाणिज्यिक प्रयोजनों के लिए पंजीकृत हुआ हो और वह टोल प्लाजा से बीस किलोमीटर तक की दूरी में ही रहता हो, उसके लिए वर्ष 2017-18 के लिए मासिक पास की दर 245.00/- रुपए (दो सौ पैंतालीस रुपए मात्र) होगी और राष्ट्रीय राजमार्ग शुल्क (दरों का अवधारण और संग्रहण) नियम, 2008 के उपबंधों के अनुसार उसमें प्रत्येक वर्ष संशोधन किया जाएगा।
3. राजमार्ग खण्ड पर बहुयात्राओं हेतु पास निम्नलिखित दरों पर जारी किया जाएगा, अर्थात्:

संदेय राशि	अनुज्ञात एकतरफा यात्राओं की अधिकतम संख्या	विधिमान्यता की अवधि
एकतरफा यात्रा के लिए शुल्क का डेढ़ गुना	दो	संदाय के समय से चौबीस घंटे
पचास एकल यात्राओं के लिए संदेय शुल्क की राशि का दो-तिहाई	पचास	संदाय की तारीख से एक मास

4. जिस जिले में शुल्क प्लाजा पड़ता है उस जिले में पंजीकृत वाणिज्यिक वाहन (राष्ट्रीय परमिट के अधीन चल रहे वाहनों को छोड़कर) के लिए शुल्क उस श्रेणी के लिए वाहन के लिए निर्धारित शुल्क का 50% होगा बशर्ते के ऐसे वाणिज्यिक वाहनों के उपयोग के लिए कोई सर्विस रोड अथवा वैकल्पिक सड़क उपलब्ध न हो।

5. जो यांत्रिक वाहन अपनी श्रेणी के लिए निर्धारित अनुज्ञेय भार की अपेक्षा अधिक भार से लदा हुआ होगा उसके चालक अथवा मालिक अथवा प्रभारी व्यक्ति को ऐसे अधिक भार से लदे हुए वाहन को राष्ट्रीय राजमार्ग में प्रवेश कराने के लिए शुल्क संग्रहण एजेंसी को ऐसी श्रेणी के यांत्रिक वाहनों के लिए लागू शुल्क के दस गुना के बराबर शुल्क का भुगतान करना होगा और उसे राजमार्ग खण्ड का उपयोग करने की तब तक अनुमति नहीं होगी जब तक कि ऐसे यांत्रिक वाहन से अधिक भार को हटा नहीं दिया जाए।

6. यांत्रिक वाहनों की श्रेणी, उनके लिए अनुज्ञेय भार, छूट-प्राप्त वाहनों की श्रेणी, सर्विस रोड, वैकल्पिक सड़क आदि सहित सभी परिभाषाएं नियमों में विनिर्दिष्ट परिभाषाओं के अनुसार होंगी।



V. Vidyasagar Reddy
V. VIDYASAGAR REDDY
Individual

7. उक्त नियमों के नियम 12 के अनुसार, उपयोगकर्ताओं की जानकारी के लिए शुल्क की दरों को प्रदर्शित किया जाएगा।
8. ऊपर सारिणी-1 में यथा – उल्लिखित आधार वर्ष 2007-08 के लिए प्रति किलोमीटर शुल्क की आधार दर के आधार पर, यांत्रिक वाहनों से लिए जाने वाले वास्तविक शुल्क और कटौतियों की गणना प्राधिकरण द्वारा खण्डों की पूरी कर ली गई लंबाई के आधार पर की जाएगी और उक्त नियमों के नियम 5 के अनुसार वार्षिक तौर पर संशोधन किया जाएगा तथा उसे तदनुसार, अंग्रेजी और स्थानीय भाषा के कम-से-कम एक-एक समाचार पत्र में प्रकाशित करवाया जाएगा।
9. इस परियोजना की अनुमानित पूंजीगत लागत 340.00 करोड़ रुपये है। पूंजीगत लागत में परिवर्तन हो सकता है क्योंकि भूमि अर्जन, जन-उपयोगिता सेवाओं का स्थान बदलने, पेड़ों की कटाई आदि जैसे क्रियाकलाप अभी पूरे किए जाने शेष हैं। अंतिम पूंजीगत लागत को अलग से अधिसूचित किया जाएगा। प्राधिकरण द्वारा वसूल किए गए प्रयोक्ता शुल्क के जरिए पूंजीगत लागत की वसूली का रिकॉर्ड रखा जाएगा और पूंजीगत लागत की वसूली हो जाने के बाद लगाए जाने वाले शुल्क की दरों को घटाकर 40% कर दिया जाएगा और उक्त नियमों के अनुसार इसमें वार्षिक तौर पर संशोधन किया जाएगा।

दक्षिता दास, संयुक्त सचिव

[फा. सं. भारराप्र/13013/804/ सीओ/16-17/ जीसी-हैदराबाद- हिंदी]

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

NOTIFICATION

New Delhi, the 6th March 2018

S.O. 1004(E).—Whereas by notification of the Government of India in the Ministry of Road Transport and Highways number S.O. 2573(E) dated 11.08.2017, issued under section 11 of the National Highways Authority of India Act, 1988 (68 of 1988), the Central Government has entrusted the stretch from km 23.000 to km 108.800 (Hyderabad to Dindi) of National Highway No. 765 (New) in the State of Telangana to the National Highways Authority of India (hereinafter referred to as the "Authority");

And whereas, the Central Government, in exercise of the powers conferred by section 9 of the National Highways Act, 1956 (48 of 1956) has framed the National Highways Fee (Determination of Rates and Collection) Rules, 2008, vide G.S.R. 838 (E) dated the 5th Dec, 2008, and amended vide G.S.R 950(E) dated 3rd December, 2010, G.S.R 15(E) dated 12th January, 2011, G.S.R 756(E) dated 12th October, 2011 and G.S.R 778 (E) dated 16th December, 2013, G.S.R 26(E) dated 16th January, 2014, G.S.R 831(E) dated 21st November, 2014, GSR 02(E) Dt. 29th December 2014, G.S.R 220(E) dated 23rd March, 2015, G.S.R 585(E) dated 08th June, 2016, G.S.R 1114(E) dated 02nd December, 2016 and G.S.R. 248(E) dated 14th March, 2017 for collection of fee for use of sections of national highways, permanent bridges, bypasses and tunnels;

Now, therefore, in exercise of the powers conferred by section 7 of the National Highways Act, 1956 (48 of 1956), read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008 and amended from time to time (hereinafter referred to as the "said Rules"), and in supersession of the notification bearing No. S.O. 2793(E) dated 08.08.2016 (in favour of State Government) the Central Government hereby levies the fee at 60% of the base rate specified in column (2) in Table 1 for net road section length of 85.800 km (hereinafter referred to as "base rate") for use of the Two Lane with paved shoulders section on the Type of Vehicles specified in column (1) of Table 1 below for the use of Hyderabad to Dindi Section from km 23.000 to km 108.800 of National Highway number 765 in the State of Telangana and authorizes the Authority to collect, either through its officials or through a contractor, the said fee, namely:-

TABLE 1

Type of vehicle	Base rate of fee per km for the base year 2007-08 (in Rupees)
(1)	(2)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck (Two Axles)	2.20
Three-axle commercial vehicles	2.40
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)	3.45
Oversized Vehicles (seven or more axles)	4.20



[Signature]
V. VIDYASAGAR REDDY
Individual

1. The fee levied and collected hereunder shall be due and payable at the following Fee Plaza for net road length specified for such Fee Plaza:

Location of Fee Plaza (chainage)	Length (in km) for which Fee is payable	Rate at which fee is payable
Km 45.710 near Kadthal village in Mahabubnagar District	55.000	60% of the base rates mentioned in Table-I above
Km 101.450 near Konetipuram village in Mahabubnagar District	30.800	60% of the base rates mentioned in Table-I above

2. The rate of monthly pass for a person who owns a mechanical vehicle registered for non-commercial purposes and resides within a distance of twenty kilometers from the fee plaza is Rs. 245.00 (Rupees Two Hundred Forty Five only) for the year 2017-18 and is subject to revision every year as per the provisions of the National Highways Fee (Determination of Rates and Collection) Rules, 2008.

3. For multiple journeys on the highway section, passes shall be issued at the following rates, namely:

Amount Payable	Maximum number of one way journeys allowed	Period of validity
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys	Fifty	One month from date of payment

4. Fee for commercial vehicle (excluding vehicles plying under National permit) registered in the district where the fee plaza falls shall be 50% of the prescribed rate for that category of vehicle provided no service road or alternative road is available for use of such commercial vehicles.

5. The driver or owner or a person in charge of a Mechanical vehicle which is loaded in excess of permissible load specified for its category, shall be liable to pay fee for entering the overloaded vehicle on the National Highway to the fee collecting agency, equal to ten times of the fee applicable to such category of mechanical vehicle and shall not be entitled to make use of the highway section unless the excess load has been removed from such mechanical vehicle.

6. All definitions including category of mechanical vehicles, its permissible load, category of exempted vehicles, service road, alternative road etc. shall be as per definitions specified in the rules.

7. The fee rates shall be displayed for information of the users in accordance with rules 12 of the said rules.

8. Based on the Base rate of fee per km for the base year 2007-08 as mentioned in Table-I above, the actual amount of fee to be charged from the mechanical vehicles and the discounts will be calculated by the Authority on the basis of the completed length of the section and revised annually in accordance with the rule 5 of the said rules and the same shall be published in at least one newspaper, each in English and vernacular language accordingly.

9. The estimated capital cost of the project is Rupees 340.00 Crore. The capital cost is subject to variation as the activities of land acquisition, utility shifting, tree cutting etc. are yet to be completed. The final capital cost will be notified separately. The Authority shall maintain a record of the recovery of capital cost through user fee realized and after recovery of the capital cost, the fee leviable shall be reduced to 40% of the rates and shall be revised annually in accordance with the said rules.

DAKSHITA DAS, Jt. Secy.

[F. No. NHAI/13013/804/CO/16-17/GC-Hyderabad-Dindi]

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